

The Solicitors' Journal.

LONDON, AUGUST 1, 1863.

SIR GEORGE BOWYER'S BILL for the reorganisation of the government of the Bar, owing to frequent postponements, found itself at last amid the annual "slaughter of the innocents," which promoters of such measures must always be prepared to expect. The Benchers of the several Inns of Court have thus for the present escaped their fate, or, at all events, a discussion about their functions, and how they use them, which probably would not have been agreeable. Unless and until some new case like that of Edwin James or Mr. Digby Seymour should excite the public interest in the question, it is not improbable that the benchers will be allowed to preserve the even tenor of their way without further interruption or challenge, seeing that the public has already half forgotten what a year ago made most people believe that some new provision must be made for the discipline of the Bar. Sir G. Bowyer, however, intends to bring forward the subject again next session, and it is not impossible that in the meantime the course of events may supply him with the necessary adventitious aid, although he can hardly hope for anything in that way to equal the recent cases, which it appears have not been strong enough to convince Parliament of the necessity of legislation on the subject.

THE "GAZETTE OF BANKRUPTCY" has ceased to exist for the present, but it is said that it will appear in some "new form." In its last impression the proprietors announced "with regret, that the current number will be the last one published in the present form, the nature of the support which the publication has received not being such as to enable them to feel justified in continuing it." The announcement will take the public by surprise, but it will not be surprising to those who considered the result of the interview between the proprietors of the provincial newspapers and the Lord Chancellor in May last. His Lordship then stated that he had made no order with regard to the country districts, and that he did not desire to interfere in the least degree with the country Commissioners, adding that he thought the advertisements ought to be put in the local papers, so as to fulfil the intention of the Legislature by giving publicity to the proceedings where the parties resided. This explicit statement of the Lord Chancellor of course removed all misconception on the subject, and the *Gazette* having thus been thrown upon its own legitimate resources, it has been unable to continue. The truth is, there was no occasion for it whatever, and it did not meet any real want. It of course reported a greater number of bankruptcy appeals than its contemporaries, for these cases formed its staple production, and its only speciality. Many of them, however, were almost useless as authorities, and were such as no one would think of reporting in the other departments of the Law; yet it may have been some convenience to bankruptcy practitioners to be made conversant with the working of the new Act. But this feature of the *Gazette* would necessarily have become of less importance every day, and thus sooner or later the publication must have died from mere inanition, if not maintained by a subsidy in some shape or other. We can, therefore, hardly believe that the proprietors seriously intend to revive it in a new shape; and in order to prevent any colour of necessity for so hazardous a step, we promise our readers in future to bestow still greater attention on the department of Bankruptcy Law and Practice, and give more numerous and fuller reports of the decisions of the Bankruptcy Court of Appeal.

By AN ORDER IN COUNCIL dated the 27th of July,

it is ordered that the Order in Council of the 30th of January, 1856, whereby it was ordered that the provisions of "The Summary Procedure on Bills of Exchange Act, 1855," should apply to Courts of Record established under the provisions of the 9 & 10 Vict. c. 95, in respect of actions upon bills of exchange and promissory notes, where the plaintiff claimed a sum not exceeding fifty pounds, shall be altered; and that the provisions of the Summary Procedure on Bills of Exchange Act, 1855, shall not apply to the said Courts of Record in respect of actions upon bills of exchange and promissory notes where the plaintiff claims a sum less than ten pounds.

A ROYAL COMMISSION for the purpose of ascertaining about a digest of the law contained in the immense number of reported cases, is, we understand, in contemplation, and is not unlikely soon to be issued. We believe that a correct notion of the project may be obtained from a communication which will be found in our impression of to-day.

THE SYSTEM of judicial statistics which was established in England some years ago, has not yet been extended to Ireland; but we believe that steps are being taken for this purpose, and that, before long, we shall have similar returns from that country. Meanwhile Lord Clanricarde has obtained a very elaborate and interesting return, showing, amongst other things, the gross number of writs issued by the various common law courts in a series of years commencing with 1858 and ending with 1862. We believe that his Lordship's object is to show that the Irish judicial establishment might be reduced considerably, without danger to its efficiency; and with this object the return is made to show, not merely the gross number of writs issued during this period, but also the numbers contained in three classes which make up the gross total. We take the returns of the Irish Court of Queen's Bench for the years 1858 and 1862 by way of example:—

1858.		
For sums not over £20.	Over £20, and not over £40.	Over £40, and not over £100.
377	291	333
128	112	139
372	356	382
188	158	170
1,045	917	1,024
1862.		
502	494	445
228	179	175
731	569	479
338	255	237
1,799	1,497	1,334

It is a curious fact that the ratios of these various classes have, during the period in question, been nearly uniform, the main difference being in the class over £100, which has rather diminished in proportion since 1858. There are returns showing the gross number of defences filed in the various courts, specifying the several numbers in actions for demands not over £20; over £20 and not over £40; and over £40 and not over £100. The gross number of final judgments, of judgments on demurrer, and on *postea* respectively, and of final case judgments, classified generally according to the sums in question, are also shown. There are also various returns showing the amount of Crown business at the assizes in each county in Ireland during the same period. On some future occasion we shall have some observations to offer on the judicial staff of the two countries, compared with the judicial business in each relatively.

AT THE MAIDSTONE ASSIZES, on the 29th ult. there was a case of ejection, which in some respects bore a resemblance to the great Roupell forgeries. A man named Richardson sold his reversionary interest in a

small estate which was to come to him after his mother's death, about twenty years ago. He afterwards went to America; and on his return a short time since, finding the original purchasers dead and the property sold a second time, he put in his claim to it, and contended that his signature to the document disposing of the property was a forgery. The contrary was clearly proved; and the jury returned a verdict for the defendants, now in possession of the property. Baron Bramwell, who tried the case, directed that the plaintiff, who had denied the genuineness of his own signature, should be committed to take his trial for perjury.

MR. SAMUEL WARREN, Q.C., gives, in a new edition of one of his works, the following interesting statistics:—

	1835.	1845.	1863.
Queen's Counsel	53	69	129
Serjeants	24	26	29
Barristers	1,300	2,317	4,360
Special Pleaders and Conveyancers	106	126	68
Attorneys and Solicitors .	10,436	10,188	10,418

It will surprise many of our readers to notice that while the number of barristers has more than trebled within the last eighteen years, the number of attorneys and solicitors is fewer in 1863 than it was in 1835.

SIR HUGH CAIRNS, according to an *on dit* of the Northern Circuit, has been retained in three heavy cases which are to come off at the Liverpool Assizes.

THE PRINCIPAL REGISTRY of her Majesty's Court of Probate, Doctors' Commons, including the department for the public to prove wills, &c., will be open, from the 10th of August to the 26th of October, from eleven a.m. to three p.m.

PARLIAMENT was prorogued by Royal Commission on Tuesday, until the 14th of October next.

THE LORD CHANCELLOR ON THE FUNCTIONS OF COUNSEL.

The passage between the Lord Chancellor and Mr. Malins on Friday last has naturally formed the subject of some comment in the profession. Mr. Malins felt aggrieved by his Lordship's observations, and expressed himself to this effect strongly, but with due deference, and indeed with great propriety of language; and, on the other hand, the Lord Chancellor, the moment he saw he had given pain, condescended in the most courteous manner, and evidently influenced by kind feeling, to express his regret—observing that his remarks were intended to have a general application. Indeed, so far as the tone and spirit exhibited on both sides are concerned, we think nothing could have been more creditable. Mr. Malins did not forget the respect due to the judicial office, and particularly to the pre-eminent position of the distinguished judge whom he was addressing; and the Lord Chancellor exhibited a courtesy of demeanour and a command of temper towards counsel in quite as great a degree as he had previously shown his determination to rectify what he considered to be an abuse of the procedure of his court. His Lordship remarked truly that since his elevation to the bench entire good feeling and cordiality had existed between him and the Bar, and that the occasion in question was the first in which anything had occurred to interrupt such relations. From the many opportunities we have of judging, we are satisfied that his Lordship, in saying this, expressed only the general feeling of the Bar, and indeed also of our own branch of the profession. Many of the oldest frequenters of Lincoln's-inn say that appeals were never better "heard" or decided more satisfactorily, and that counsel were never more fairly treated. Lord Westbury, however, complains that appeals are sometimes opened before him in a very unsatisfactory manner, and that in the particular case which gave rise to his observations some hours had been uselessly spent

in discussing authorities which he would at once have pronounced to have been inapplicable if, in opening the appeal, all the material facts had been presented to the Court. We understand that in this case there had been an appeal from the judgment of the Court below on demurrer, which some time previously was heard before the Lord Chancellor, and that the counsel, knowing his Lordship's extraordinary quickness of apprehension and powers of memory, assumed that he was acquainted with the main facts of the case, even beyond, perhaps, what had been disclosed in an argument upon demurrer; and we mention this circumstance as affording the best assurance that we have no desire to found any observations that we may make upon what occurred in this case. We take the Lord Chancellor's remarks as being of general application. His Lordship said that he intended them so to be taken; and we have no doubt that they were no hasty utterance, but were the deliberate result of his Lordship's experience as a judge. Viewed in this light they are eminently deserving of respectful consideration.

There is very little positive authority, and there is a very varying and unsatisfactory practice, as to the distinction between the duties of a leading and a junior counsel in arguing a chancery cause, either for the plaintiff or defendant. The various books of practice are silent on the subject; and if there be anything apart from reason or convenience to govern it, it must be professional tradition, which is strangely vague on this point. The natural and logical way of presenting a case to a judge would be, first, by a general outline of the material facts; then by showing the issues of law thus raised, followed by argument of those issues, and the citation of authorities where necessary; and this we conceive to be the proper duty of leading counsel in opening cases in the Court of Chancery. The junior's functions are to read and comment on the evidence in support of the issues of fact raised by the pleadings and stated by his leader, whom, of course, he may also support by a legal argument. In recent years it has, no doubt, grown to be almost a common practice for leading counsel to make their speech consist of as much of the pleadings and affidavits on both sides as may answer their purpose. In this way the Court does, somehow or other, and sooner or later, get hold of the facts of the case and the questions raised; and such a mode of proceeding is certainly much more easy for counsel than a carefully prepared general statement of the facts, arranged for the purpose of exhibiting clearly the legal questions raised by them, would be. But it is undoubtedly a great consumer of judicial time, and is often a sore trial to the temper of a judge, while it is also open to the objection that it involves a direct invasion of the proper province of the junior, who is not unfrequently in return compelled to assume the functions which have not been discharged by his leader, and to state shortly to the Court what are the real questions raised and determined by the pleadings and evidence that have been read to the Court in the opening speech.

No doubt a good deal of this diversity of practice arises from a difference of mental constitution in the judges. Different minds employ ordinarily different processes in the acquisition of the knowledge of complicated facts and circumstances. Some use analysis and some synthesis. Some minds can apprehend or attend to nothing except from a logical point of view; while chronology and dates are to others the most essential characteristics of a narrative. One judge is desirous, from the very first, to know the precise question raised, and will be very slow to attend to any statements or evidence which he conceives cannot affect his decision; while another forms the question for himself out of the facts, and modifies it as each new point arises. Both of these systems have their merits and their disadvantages. The preconceived question does for the cause what an hypothesis does for science—it narrows investigation and shortens inquiry. As compared with the other

method, it is, as Lord Bacon puts it, like hunting in a close. But if the question be not entirely right and adequate, it is obvious that brevity may be attained at the expense of justice. These two extremes of method are, of course, only typical. One could hardly expect to find a judge exclusively conformable to one or the other, yet they fairly indicate differences of judicial method which will always produce corresponding results in counsel. It is equally certain, however, that, independently of the variance of judicial idiosyncrasy, rules may be laid down for the guidance of counsel, and for distinguishing between the functions of leaders and juniors—and one of these is, that a leader should make a general statement of all the material facts of the case, with the object of showing the questions of law the Court will be called on to decide; while the junior ought to show the evidence which supports the case put by his leader. This distinction and division of labour are at least well established, although of late they are beginning to be very much disregarded.

In the case recently before the Lord Chancellor, his Lordship complained that he had to listen to a very lengthy argument on points of law before he was put in possession of important facts which might have the effect of rendering the argument unnecessary, and it is the frequency of similar occurrences that induced his Lordship to express himself so strongly on the subject. We have endeavoured to point out the necessity for a more careful consideration of the methods to be adopted by counsel in opening cases before equity judges, and of the distinction between the functions of senior and junior counsel, and we think the topic is one well worthy of study.

STIPENDIARY MAGISTRATES' AOT.

If the session of 1863 has given birth to no other Act than this, it will not have been altogether unproductive, for this is really a most important and beneficial measure. Its career has been a chequered one. It was first introduced into the House of Commons by Mr. Henry Brinsley Sheridan, M.P. for Dudley, in 1860. It then contained twenty-three sections, and passed through the House on the very day that the Lords had fixed as the last on which they would receive bills from the Commons. On the following day it went up to the Lords, and on the second reading it was thrown out, as having been sent up too late.

In 1861 it was again introduced into the Commons by the same member, but it met with such opposition from private members that its promoter found it necessary to withdraw it, although the bill was reduced to seventeen sections. In 1862 it was again introduced into the Commons, and on this occasion it had to encounter the additional opposition of the Government, in consequence of a provision empowering the ratepayers to petition the Crown for the appointment of a stipendiary magistrate, in case the local board declined to pass the necessary resolution requiring the appointment. Upon the retention of this clause, however, the promoter of the bill laid great stress, as he felt that if the matter were left entirely in the hands of the local board they would not be anxious to comply with the requisition of the ratepayers, whenever they considered it advisable that a stipendiary magistrate should be appointed; and as neither Mr. Sheridan nor the Government would give way, the former withdrew the bill, but again introduced it this year, when it was again opposed by private members and the Government. As, however, the promoter thought it advisable that the measure should pass, he gave way, particularly as it occurred to him that he was fighting a shadow, because virtually the ratepayers can compel the local board to pass the requisite bye-law or resolution when they think it advisable to secure the services of a stipendiary magistrate; for as one-third of the local board retire from office annually, it will be in the power of the ratepayers not to re-elect those members

of the board who are opposed to the appointment of a magistrate, but to return those who are in favour of it. They have, therefore, virtually the appointment in their own hands; and as it is of great importance to a large commercial community to have a legally educated magistrate always at hand to administer the law and to expound the difficult and important legal questions that arise under various public and local Acts, they will be neglecting their own interests, as well as those of their fellow-townsmen, if they hesitate to adopt the measures that will enable them to secure the services of a stipendiary magistrate for the more speedy and effectual execution of the office of a justice of the peace, and the better protection of the persons and properties of the public.

We have said that this is an important measure, and it cannot be viewed in any other light when we bear in mind the great difficulty there is in finding country magistrates, receiving no remuneration for their time and services, who will come several miles daily, in all weathers, to discharge the onerous and oft-times laborious duties of a justice of the peace in a large commercial community, in which they have no interest. The result is, that, as in many cases within our knowledge, prisoners are detained several days before two justices can be obtained to hear their cases. But a still more objectionable practice exists where the magistrates are within reach, for then they are generally connected with the trade of the locality, and frequently are the employers of the persons who may be brought before them; and although they are prohibited from sitting in judgment on cases in which they are personally interested, yet they often get over this difficulty by soliciting a friendly magistrate to sit on their cases to-day, they undertaking to sit in judgment on the others cases to-morrow. There cannot be any doubt as to the great advantage that must arise to a large commercial community in having the magisterial and criminal law administered by a legally educated man, who will bring a cool and calm judgment to bear upon the cases brought before him, free from those petty local interests and prejudices that too often warp the mind and pervert the pure stream of justice.

Besides the pleasure to be derived by solicitors from practising before such a tribunal, there is a further reason why they should be interested in this measure which is a more substantial one—viz., the appointment of clerk to the magistrate. The salaries of both magistrate and clerk are to be paid by a rate. But it is very well known that the fees, fines, and penalties more than cover such salaries. The power to make the rate is therefore one that has been conferred *ex abundante cautela*, and not from necessity. The Act provides that the local board may make a bye-law, on which the Crown may appoint. The local board is to provide a police-office. There is a power given to the magistrate to appoint an attorney as clerk, and there are provisions for making a rate to pay salaries.

THE LORD CHANCELLOR'S PLAN FOR DIGESTING, BY A COMMISSION, THE COMMON LAW OF ENGLAND.

[COMMUNICATED.]

The Lord Chancellor's speech on the revision of the law has elicited a strong expression of opinion against giving to commissioners direct powers of codification—that is to say, powers which would enable them to alter *bruci manu* the law of England, or any part of it. That law is a matured system—the growth of centuries. It may have defects; but these are not to be cured by a *coup de main*, or by the legislation of a Board. The example of foreign countries and of despotic governments is no rule for England, especially if the end sought can be otherwise accomplished.

Lord Cranworth has remarked that the bulk of English law is "well settled." And it must be owned that after hearing counsel the judges rarely disagree in prin-

nouncing their decision. A suit makes the law transparent. But, until tried forensically and judicially, it is often unknown, and almost always uncertain. It exists, indeed, but the difficulty is to find it out and make sure of it. Searches painful and laborious result in an attempted reconciliation of innumerable precedents—many of them obscure and contradictory, and all of them dispersed. The Lord Chancellor thinks that these should be examined carefully by a royal commission. He proposes to deduce the law from them, and to set it forth in order. He hopes to make a perpetual reference to 1,200 volumes of reports unnecessary. There is in this, we think, nothing to alarm, or beget jealousy. To alter the law will not be within the scope of the commission. It will not interfere with the current reports; and it seems scarcely necessary to say that it will not invade copyright.

High opinions are divided on the question of *code* or *digest*. Sir Samuel Romilly was for a code, as appears by the valuable article in the *Edinburgh Review* of 1817—the last production of his pen. The profound jurist, Mr. Austin, was strongly for a code. His second and third volumes are full of wise and cautious suggestions. Lord Lyndhurst is for a digest. Lord Brougham is, or was, for a code. Lord Campbell was ultimately for a code, and came to regard it as almost a necessity. Lord Cranworth would be for a code if we could get "a perfect one"—a thing of course unattainable. Lord St. Leonards holds that the Exchequer Chamber or House of Lords must do the work, which seems but another way of saying that it is impracticable. Lord Kingsdown thinks a code would be liable to change, for that Parliament would alter it every session; but he has not said that a digest would be preferable. The Lord Chancellor is of opinion that "it is to the form of a code that the law of any advanced nation ought ultimately to be reduced."

Here, then, we have Sir Samuel Romilly, Mr. Austin, Lord Brougham, Lord Campbell, and the Lord Chancellor opposed, with more or less qualification, to Lord Lyndhurst, Lord Cranworth, Lord St. Leonards, and Lord Kingsdown. But it may be doubted whether the differences which subsist between the law peers are not rather verbal than substantial. An accurate and safe enunciation of English law would probably receive the approbation of them all; and whether we should call it code or digest seems not very material. No digest could be promulgated without arrangement; and what, it may be asked, is an arranged digest but a code?

It would seem that the execution of the work (by whatever name we call it) must be cautious and progressive; beginning with those parts of the law which, though unarranged, are, to use Lord Cranworth's expression, "well settled;" and advancing afterwards as the law itself advances, and as the temper of the public mind accompanies it. A systematic digest or incipient code might thus be prepared, consisting of text and notes (with references to the authorities),—the text setting forth the law so far as "well settled" at the date of publication; the notes pointing out its blemishes and its defects. Such an incipient code—brought out, after great deliberation, by a commission including the Lord Chancellor and other high functionaries and ex-functionaries—would be of instant value to the practising lawyer and to the judges, besides proving highly acceptable to the public at large. It would give confidence to legal opinions, and prevent litigation in many cases where counsel, after balancing authorities, advise dubiously a suit or a defence. It would gradually supersede the anterior law reports, the burthen of which has lately been pronounced "overwhelming." In truth, this seems the only rational way of undermining the empire of old precedents. Story affirms that the best mode of attaining this end is by a "gradual digest of those parts of the law which shall from time to time acquire scientific accuracy."

The incipient code, with its notes, being submitted to Parliament and the country generally, the next duty of the commissioners would be to receive from all proper

quarters opinions and suggestions respecting it. Questions would be drawn up and circulated, inviting responses; and witnesses, if necessary, might be examined orally. The information thus collected would be arranged and printed for general circulation. Thus the whole nation would be gradually made familiar with our jurisprudence, not omitting those parts of it which might require emendation.

It may be said that the scheme here propounded would be tedious, and trying to the patience of the public. The want of despatch, however, would be counterbalanced by advantages of greater value.

EQUITY.

ANCIENT LIGHTS—REMEDY BY INJUNCTION.

Jacob v. Knight, L. J., 11 W. R. 812.

There is no class of cases which so strongly favour the arguments of persons who advocate a fusion of law and equity as those to which the above-named case belongs; and the Chancery Amendment Act, 1858, which it was supposed would put an end to the practice of leaving equity plaintiffs to their "remedy at law," has really aggravated the embarrassment and uncertainty of suitors. A court of equity under that Act is empowered to award damages either in substitution for or in addition to an injunction, but only in such cases as it properly has jurisdiction over. Now, it is one of the first principles of the Court of Chancery that it has no jurisdiction to grant an injunction where damages would be an adequate remedy. There is something, therefore, not very logical in the provision of the Act which enables the Court to substitute damages for an injunction. But one would suppose that, being put in possession of this power by Act of Parliament, the Court would no longer be very subtle in distinguishing between the cases in which the amount or nature of the injury would suggest an injunction as theoretically the proper relief, and those in which damages might not be an adequate remedy. In point of fact there are very few injuries to property which, reasonably considered, might not be met by pecuniary compensation; and it is impossible to frame any distinct and satisfactory rules upon the shadowy and notional differences which are regarded in the Court of Chancery as the foundation of its jurisdiction by injunction. This observation applies with special force to all those cases where the question of injunction or no injunction depends upon the mere quantum or extent of injury; and this is generally the point upon which the controversy turns in these suits to restrain the erection or continuance of obstructions to the access of light or air, and also in suits to restrain private nuisances, such as the manufacture of gas, brick-burning, &c. In any case of this kind, although it is beyond doubt that the plaintiff has suffered, or is exposed to some appreciable injury for which he would recover damages at law, it is often uncertain up to the decree whether he will not fail in his suit, because the Court may not consider the amount of damage sufficient to justify an injunction of either a restrictive or mandatory character. And then, besides the question of the absolute amount of damage suffered by the plaintiff, there not unfrequently arises in these cases the still more vague and unsatisfactory element of the "balance of inconvenience," which a plaintiff may in the course of a suit be surprised to find made out to be in favour of the other side, and thus the plaintiff may be exposed to the costs of a heavy suit, although he has proved a case of substantial injury to himself. Such a result is as little creditable to the tribunal as it is satisfactory to the suitor; and yet there seems no help for it—after the construction which the Courts have put upon Sir Hugh Cairns' Act of 1858—except, indeed, in some express enactment which will compel courts of equity in such cases to award damages, where the plaintiff proves that he is entitled to them.

In the above-named case of *Jacomb v. Knight*, Sir J. Romilly, M.R., decided that a tenant from year to year of a messuage, under notice to quit, has sufficient interest in the property to maintain a suit for an injunction to restrain interference with light and air; and his Honour granted a mandatory injunction which rendered it necessary that the building should be pulled down, although the plaintiff would himself be compelled in a few months to leave the premises affected by the defendant's works. The Lords Justices, however, without denying that a tenant from year to year, under notice to quit, might have a sufficient interest to maintain such a suit, reversed the judgment of the Court below, upon the ground that the amount of injury sustained—i.e., the extent of diminution of light and air—although it might enable the plaintiff to recover in an action, was not serious enough to require an injunction; and their lordships were, moreover, influenced by the consideration that the balance of inconvenience, in case of their granting an injunction, would be with the defendant. Their lordships' judgment is most probably in strict accordance with the general current of authority affecting such cases; although the case of *Broadbent v. The Imperial Gas Light Company*, 5 W. R. 272, is an authority to show that the "balance of convenience" does not always afford a certain measure of equity, for there the Court made an order which would, if carried into effect, consign one-third of the metropolis to total darkness, although upon the other side was to be placed only the damage to which young turnips and early radishes in an adjoining market garden were exposed during the manufacture of gas. It would be desirable, at all events, as far as possible, to have certain rules for estimating beforehand the measure of right, and it is undoubtedly a hardship in such cases as those to which we have been alluding, where the failure of the suitor does not imply that he was entitled to no remedy, but only that he was not entitled to a particular species of relief which is dependent upon some imaginary and relative measure of wrong, and upon what is considered to be the balance of inconvenience between the parties.

COSTS AS BETWEEN SOLICITOR AND CLIENT.

Forster v. Davies, M. R., 11 W. R. 813.

The theory of the Court of Chancery and its practice sometimes differ very much in that class of cases where a trustee, or some other party in an analogous position, is supposed to be protected by the decree of the Court from all loss in the way of costs to be incurred as a necessary but disinterested party to a suit. In this respect the Court of Chancery makes a distinction which does not exist at Law. Both courts adopt as a general rule the dogma of the civil law, *victus victori in expensis condemnatus est*; in other words, *prima facie*, costs follow the result, and, except in some particular cases, he who loses the cause must bear the costs of it. But the Court of Chancery draws a distinction between costs as from one party to another, and costs as between solicitor and client. In the latter case, the principle is that a party ought to be at no cost himself, and it is therefore intended that the taxing-master should allow him in taxation as many of the charges as he would have been compelled to pay his own solicitor, assuming the suit to be properly managed. Some discretion is of course allowed to the taxing-master; because it would be unreasonable to fix the losing party with the whole of whatever costs might in fact have been incurred by the gainer, and might be properly payable by him to his own solicitor. There may have been some laches in the carriage of the suit occasioning expense which ought not to be borne by the loser; but, assuming that no laches have occurred, and no miscarriage has taken place, and that the suit has been properly and reasonably conducted, the principle of the rule clearly requires that the party declared entitled to such costs should receive every shilling of the amount to which he is liable to his own solicitor. Some of the

taxing-masters, however, are in the habit of taking a very different view of the matter, and of shaping their taxation in the light of the result—regarding things as they have actually happened, and not as a reasonable suitor or his adviser might naturally anticipate. *Forster v. Davies* is an illustration in point. That suit was by a lady against the trustees of her marriage settlement, and her husband, for the removal of the trustees and the appointment of new ones; but before the bill was filed, the draft was laid before a Queen's Counsel, by whose advice parts of the bill, raising a question as to the re-formation of the settlement, were struck out. The costs of all parties having been ordered to be taxed, and paid out of the fund as between solicitor and client, the taxing-master disallowed the costs relating to the settlement of the draft bill in consultation, upon the ground that they were incurred in obtaining advice not to file a bill of a character different from that on which the Court adjudicated; and upon this point Sir J. Romilly, M.R., overruled the decision of the taxing-master, at the same time expressing a strong opinion against the raising of such objections by that officer. In this case there would have been no question if the bill, as drawn by the junior, had been approved by the Queen's Counsel; and his Honour considered that no reasonable distinction could be drawn in such a case and a case where the Queen's Counsel enlarged or restricted the scope of the bill, and he was clearly of opinion that costs as between solicitor and client ought always to include such costs as the client would have to pay to his solicitor under the technical term, "costs of the suit." This ruling is certainly in accordance with the principle of the Court, and the objection made by the taxing-master, if held valid, would go to the disallowance of a large portion of the costs that are unquestionably within the fair costs now payable as solicitor's "costs in the cause."

COURT OF CHANCERY.

(Before Vice-Chancellor Wood.)

July 28.—*Re Phaniz Life Assurance Company, re Howard and Dollman's costs*.—This was a petition, and it raised a question as to the allowance of certain costs claimed by Messrs. Howard & Dollman, the solicitors of the company (which is in course of winding up), in respect of actions brought and defended on behalf of the company in reference to marine insurance business. The company was established as a life assurance company under a deed of settlement dated the 5th of May, 1848. Messrs. Howard & Dollman were appointed solicitors for the company in October, 1858. In May, 1857, resolutions were passed for extending the business of the company by granting assurances against loss by sea, and establishing a branch of "general marine insurance." In respect of the marine business thus undertaken by the company, various claims arose both by marine policy-holders against the company, and by the company against such policy-holders. These claims in certain cases gave rise to actions which were prosecuted and defended by Messrs. Howard & Dollman. The company was ordered to be wound up in April, 1860. In the course of last year his Honour decided, upon a claim by policy-holders against the company under the winding up for losses upon marine insurance policies granted by the directors, that the company had no power to extend its business to marine insurance, and that the claim must therefore be disallowed. Messrs. Howard & Dollman had carried in their bill of costs for business done by them on behalf of the company, and had included in the bill the costs of the proceedings arising out of the marine business. Their claim was disputed by the official manager on the ground that the marine business had been already decided to be *ultra vires*, and under these circumstances the question was adjourned into court.

The VICE-CHANCELLOR said that the solicitors had acted with full knowledge that it was impossible for the company, constituted as it was for the business of life assurance only, to carry on marine business. They had been appointed to act for the company by the directors, but in their position of legal advisers of the company they were not the mere servants of the directors, so that they could assist them in that which was an unlawful act. On the contrary, it was their duty to have advised the company to conform to their rules, and not to en-

gage in business beyond the scope of their powers. The company, as he had already decided, had no concern whatever with marine insurances. The solicitors, being fully aware of this, ought to have told the directors that they could not act in any matters arising out of business not within the legitimate object of the company. Acting as they did with full knowledge of the constitution of the company, they must be taken to have been acting, not on behalf of the company, but of the directors; and the result was that the claim in respect of business arising out of marine insurance could not be allowed as against the company.

COMMON LAW.

Set-off.—Replication.—Declaration for freight; plea, set-off. Replication on equitable grounds, that before the freight had become due, and while the plaintiff's ship was at sea earning the freight, plaintiff assigned his claim in respect thereof to Messrs. E. & S. in consideration of a sum of money lent by them to plaintiff, of which defendant had notice before the freight had become payable, and that plaintiff was suing as a trustee for Messrs. E. & S.

Held (on demurrer) that the replication was bad.—*Wilson v. Gabriel*, Q.B., 11 W. R. 803.

SUMMER ASSIZES.

HOME CIRCUIT.

MAIDSTONE.

July 27.—The commission was opened in this town to-day by Mr. Baron Channell. There were sixteen causes entered for trial, thirteen of which were common jury cases.

MIDLAND CIRCUIT.

LEICESTER.

July 24.—The commission was opened in this city to-day by Mr. Justice Williams. There were nine causes entered for trial, four of which were marked for special juries.

DERBY.

July 29.—The commission was opened in this town to-day by Mr. Justice Williams.

NORFOLK CIRCUIT.

CAMBRIDGE.

July 23.—The commission was opened in this city to-day by Mr. Justice Wightman. There were six causes entered for trial, two of which were marked for special juries.

NORWICH.

July 28.—The commission was opened in this city to-day by Mr. Justice Wightman. There were only eight causes entered for trial, two of which were marked for special juries.

NORTHERN CIRCUIT.

DURHAM.

July 22.—The commission was opened in this city to-day by Mr. Justice Blackburn and Mr. Justice Mellor. There were thirteen causes entered for trial, four of which were marked for special juries.

NEWCASTLE.

July 25.—The commission was opened in this town to-day by Mr. Monk, Q.C. There were thirteen causes entered for trial, two of which were marked for special juries.

OXFORD CIRCUIT.

BIRMINGHAM.

July 29.—The commission was opened in this town to-day by Mr. Justice Byles. The cause list was light.

WESTERN CIRCUIT.

LIVERPOOL.

July 25.—The commission was opened in this city to-day by Mr. Justice Willes. There were seventeen causes entered for trial, nine of which were marked for special juries.

WEST INDIAN INCUMBERED ESTATES COURT, 8, PARK STREET, WESTMINSTER.

(Before H. J. Stokson, Esq., Chief Commissioner.)

July 28.—*Re Harriott, Ex parte Pengeley and Others.*

The consignee of a West Indian estate is entitled to a lien on the corpus of the estate for advances made by him for its cultivation, in priority to all other incumbrancers.

This case stood for judgment on the final settlement of the schedule, involving several points of great importance to West

Indian interests. The judgment contains a statement of the facts.

Mr. W. W. Mackeson, of the Chancery Bar, instructed by Mr. T. K. Edwards, appeared for the petitioner and a claimant; and Mr. Tripp, of the same Bar, instructed by Messrs. Lake & Valpy, for other incumbrancers.

The CHIEF COMMISSIONER delivered judgment as follows:—

This is a motion, on the application of the petitioner, that the schedule of incumbrances may be finally settled; that the certificate of the secretary on the claim of Henry Pengeley may be confirmed; and that the petition for a transfer of the proceedings in this case to the local commissioners may be finally disposed of—and, in relation to the first part of the claim, which has been filed by Mrs. Juliana Coke and her two children, and to which I shall hereafter fully refer, demands special consideration. The first part of the motion, as to the final settlement of the schedule, involves the question whether the claim of Captain Pengeley for advances made by him for the cultivation of the estate as a consignee of its produce, and also as one of three trustees in possession under a decree of the Court of Chancery, is to have the priority which it has at present in the draft schedule over all the other incumbrancers, including Mrs. Coke and her children, for the amount found due by the secretary's certificate. The second part of the motion, as to the confirmation of the secretary's certificate in respect of the amount of Captain Pengeley's claim, is a matter of course, as no items in the accounts are disputed in point of fact, unless in the consideration of the claim it should appear that any items ought to be struck out on legal grounds, in which case (although possibly immaterial) it would be proper to direct their omission. The third part of the motion, as to the disposal of the petition for a transfer of the proceedings to the local commissioners in the colony, which has been presented with a view to the further investigation by *visu et cetera* examination of the mode in which the sums advanced by Captain Pengeley were expended, must evidently depend in a great degree on the opinion of the Court as to the nature of Captain Pengeley's claim, and its right to priority over the other incumbrances. It is therefore necessary for me in the first place to consider the nature of Captain Pengeley's claim, and its right to priority over all other incumbrances. The claim in question has arisen as follows:—William Harriott, by his will dated the 16th day of September, 1816, devised the estates included in this petition to three trustees upon trust to manage and cultivate the same 'in the manner they should think the most advisable,' or as he had been accustomed to do, with power to employ consignees and appoint managers, and a declaration that the trustees should not be answerable for mismanagement by such managers. He directed the trustees to apply and dispose of the produce and income of his estates in the payment of certain debts, annuities, and legacies, including a legacy of £4,000 to his daughter Juliana, the wife of the said Mr. E. F. Coke, in settlement, and a similar legacy to his daughter Charlotte, the wife of Captain Pengeley, also in settlement. The testator made a codicil to his will, dated the 22nd of August, 1821 (which is not material), and died shortly afterwards, and administration with the will annexed was, in April, 1822, granted to the Rev. William Harriott, one of the testator's sons. The three trustees named in the will disclaimed the trusts. By a decree of the Court of Chancery of Jamaica, in a suit in which Mr. Coke and his wife were plaintiffs, and the Rev. William Harriott and Captain Pengeley and his wife, and others were defendants, dated the 5th of February, 1830, it was ordered that the principal sum of £4,000 claimed as a marriage portion of Juliana Coke, together with considerable arrears of interest, should be a lien and charge on the real and personal estate of the testator William Harriott, prior and preferable to the several annuities and legacies charged thereon by his will. And it was further ordered that the Hon. John Salmon, the plaintiff E. F. Coke, and the defendant Henry Pengeley, should be appointed trustees of the said will. And it was further ordered that the said trustees should apply all such sums of money as should from time to time come to their hands from the real and personal estate of the testator, after payment of the annual contingencies and other charges necessarily incurred in the management, cultivation, and conduct of the said estates, in payment of the arrears of interest upon the sum of £4,000, the marriage portion of the said Juliana Coke, and thereafter until the sum of £4,000 sterling should be invested, according to the directions of the said will, in payment to the plaintiff E. F. Coke and Juliana his wife of the annual sum of £200 sterling, as interest on the said sum of £4,000, and after payment and satisfaction as aforesaid, to pay and apply the balance of the said moneys in

payment of the other annuities and legacies given by the will *pari passu*. It will be observed that there is an omission in the decree of any express direction to pay the £4,000; but, as it is declared to be a first charge, and the annuity of £200 is to be paid until it is discharged, the omission does not appear to be material. The three trustees appointed by the decree took possession of the estates, and the practical management of the estates appears to have been undertaken by every one of them at different times, separately, and complaints have been made by every one of them of the management of the others of them, into which it does not appear to me necessary to enter, except so far as they relate to the period during which Captain Pengeley made the advances in respect of which he now claims—viz., from the month of September, 1860, to the 25th of November last. In using the term "practical management," I must be understood to mean personal active attention to the affairs and accounts of these estates, but not actual personal superintendence of their cultivation; and accordingly, during the period in question, in respect of which Captain Pengeley makes the present claim for advances, the actual personal superintendence of the cultivation of the estates was undertaken first—viz., from July, 1860, to July, 1862—by Mr. Dalley, and from the latter period to the sale of the estates in December, 1862, by Mr. MacCubbin. With reference to Mr. Dalley's management, a difference of opinion has arisen. He was originally selected by Captain Pengeley, and the other trustees confirmed the selection, and all three executed the power of attorney to him; but it is asserted that his management was injudicious and wasteful, and that Captain Pengeley continued him improperly as manager after being warned of such mismanagement by the other trustees. With regard to Mr. MacCubbin's management no such assertions are made. Under these circumstances, from July, 1860, to the sale of the estate in December, 1862, Captain Pengeley, with the approval of his co-trustees, and in pursuance of a mutual agreement and arrangement in writing, acted as consignee of the produce of the estates, and advanced large sums of money for the cultivation of the estate to the respective managers, and the balance of which, after giving credit for net proceeds of the estate, the proper and usual charges of a consignee, and lastly, for the proceeds of the stock on the estate at the time of the sale—viz., £818 4s. 3d.—amounts, as finally allowed by the certificate, to £1,468 1s. 11d. None of the items of this account are disputed except the charge for commission on proceeds of sale, which has been objected to on the grounds that a trustee cannot fill the legal character of a consignee, or that if he does so he forfeits his claim to the remuneration in question. All the advances by Captain Pengeley to the managers are therefore admitted and Mrs. Coke and one of her children, Mr. H. Coke, by their counsel, and the other of her children, the Rev. E. F. Coke personally, have disclaimed any imputation of *malæ fidei* upon Captain Pengeley or Mr. Dalley. It has, however, been lastly contended, on the part of Mrs. Coke and her children, that should the claim of Captain Pengeley be allowed *prima facie* to have priority over all the other incumbrances, the claim filed by them, which is in respect of a sum of £617 16s. 1d. Consols, which arose from the surplus rents of the estates after payment of the annuity of £200, and which is asserted on the one hand, and denied on the other, to have been appropriated towards the capital of Mrs. Coke's portion, and which was certainly subsequently sold out, and advanced by the three trustees for charges connected with the cultivation of the estate, together with the amount of the dividends from the time of that sale, should have priority over this as well as all other claims. The first question to be considered is, whether Captain Pengeley, as consignee of the produce of these estates, is *prima facie* entitled to a lien on the purchase money for the balance of his account, either including or excluding the charges for commission. The next question is, whether, if he is not so entitled as consignee, he is so entitled as a trustee in possession under the decree of the Court of Chancery. The third question is, if he be so entitled, either as consignee, or trustee, or both, the injudicious and wasteful management of the manager ought to affect his claim if proved, or in the absence of proof, be the subject of further inquiry in this or the local court. And the fourth question is, whether, if Captain Pengeley is so entitled, and his claim is not affected by the charge of mismanagement, the claim of Mrs. Coke and her children for the sum of Consols and dividends which I have mentioned, is entitled to priority over his claim. Upon the first question, I am of opinion, on the authority of the cases cited, and for the reasons given in the judgments of this Court, in the cases of *Ex parte Davis and Bodington*, and *Ex parte Chapman*, in Cus't's "West Indian Incumbered Estates Acts," p. 156, and Solicitors' Journal, vol.

8, p. 544; and *Ex parte Greenhead* and *Ex parte Fraser*, Cus't's West Indian Incumbered Estates Acts, p. 173, that a consignee of the produce of a West Indian estate is *prima facie* entitled to a lien, not only on the produce of the estate, but also of the corpus of the estate, for advances made for its cultivation; and that if the estate be sold, and it becomes the duty of a court of equity to distribute the proceeds, that lien must have priority over all others. I am aware that there is no precise decision to this effect; that Lord Justice Turner has stated that he has never been able to make up his mind on the point; and that doubts, and even contrary opinions to what I have expressed, have been entertained by some learned judges, as noticed in the judgments in this Court already referred to. But, on the other hand, the balance of judicial decisions and dicta, from the case of *Scott v. Nesbitt*, before Lord Eldon, to the case of *Morrison v. Morrison*, before Vice-Chancellor Stuart, and I may add the case of *Fraser v. Burgess*, on appeal, 13 Moo. P. C. C. 314, appears to me so overwhelming in favour of the lien of the consignee, and the reliance which the commercial interests have undoubtedly placed upon this lien has consequently been so implicit, that I feel compelled to adhere to the decisions of this Court in the cases I have already cited, although I cannot help feeling the great responsibility which is cast on me. The point is, I am aware, expressly reserved in the judgment of Lord Kingsdown, in the Privy Council, in the case of *Fraser v. Burgess*, already referred to, and by Lord Justice Turner in delivering a more recent judgment of the Privy Council in *Daniel v. Trotman*, 11 W. R. 717; but there are some observations of Lord Kingsdown in the former case which appear to me to favour very strongly the conclusion to which I have come. He says—"The question whether the Court, at the instance of a consignee, would order the balance due to him to be raised by sale or mortgage of the estate, when a sale or mortgage is not required for any other purpose, does not in this case arise. The rule that the lien exists as against the income of the estate has been extended to the case where a portion of the estate has been converted into money, by the Legislature substituting for the slaves on the estate the compensation money awarded in respect of the compulsory emancipation. The same principle seems properly applicable to a case like the present, where the incumbrancers, by procuring a sale of the estate, have put a stop to the profits, on which the consignee would have a lien. The trade, if that analogy be adopted, has in effect been sold, and the proceeds of the sale are subject to the claims of those who would have had a demand on the profits while it remained unsold." With regard to the objection that Captain Pengeley could not act as consignee because he was a trustee, I have heard no authority cited, and I can see no valid reason why a trustee cannot act in the capacity of a consignee, especially as it might often be impossible to get any other person so to do; but with regard to the commission on the proceeds of sale, I think, considering the strict rules of the Court of Chancery against any profits being derived by a trustee from his trust estate, that it is very doubtful whether he is entitled to it, but as I understand this item (about £14) to have been withdrawn by Captain Pengeley's counsel, it is unnecessary for me to decide the point. Upon the main question, however, viz., Captain Pengeley's lien for his advances, my responsibility is, I think, much lessened by the fact that Captain Pengeley was not only consignee of these estates, but also a trustee in possession under a decree of the Court of Chancery, and as such is, I think, clearly entitled to priority for his advances over all other incumbrancers, or at all events, over all other incumbrancers claiming under the decree which includes all the other claimants before the Court, according to the cases of *Morrison v. Morrison*, on appeal 7 De G., M. & G. 214, and *Fraser v. Burgess*, already cited. In the latter case Lord Kingsdown says—"When a trustee is in the possession of the plantation, managing it on behalf of all parties, and employs a manager for the purpose, the expenses and proper advances of the manager for the benefit of the estate are the expenses and advances of the trustee, who is entitled to be reimbursed out of the estate." Accordingly, in that case the court decided in favour of the manager's lien. In the present case, the trustee, who is in possession under the decree of the Court of Chancery, has made advances, and not the manager for him; and he is evidently *a fortiori* entitled to the same lien. This brings me to the consideration of the next question, whether, assuming Captain Pengeley to have priority as consignee or trustee, or as both, and the management of Mr. Dalley to have been injudicious and wasteful as asserted, but without *malæ fidei* on his part, and much less on the part of Captain Pengeley, such mismanagement ought to affect his claim, and I am of opinion that it ought not; and upon this

point some observations contained in the judgment of the Privy Council, delivered by Lord Justice Turner in the case of *Daniel v. Trotman*, 11 W. R. 717, appear to me in point. His Lordship there says—"We collect from the order under appeal—that in the opinion of the Court of Barbadoes the appellant, a consignee, was bound to see to the application of the moneys advanced by him under any agreement" (very similar to the one which was entered into in the present case); "but however this may have been in the view which the Court of Barbadoes took of the case, we are of opinion that, as the case really stands, no such obligation rests on the applicant. The moneys advanced by him were not meant or intended to be applied to any defined or special purpose. They were of necessity to be applied at the discretion of the 'trustees' (in the present case it would be in the discretion of the manager) to whom they were advanced. To hold that the appellants' firms were bound to see to the application of these advances would in effect render it impossible that any such advances could be made. The principle which governs the cases as to the obligation of seeing to the application of money applicable to the payment of debt, seems to their Lordships to settle this question." These observations appear to me to apply equally to the case of Captain Pengeley, whether we regard him as a consignee or trustee. Declining, therefore, to go into the question of Mr. Dalley's alleged mismanagement for the reasons I have stated, particularly the absence of any charge of *mau fides* against him or Captain Pengeley, I think it right nevertheless to state that the balance of the evidence before the Court at present is not in my opinion by any means in favour of the charge of injudiciousness or extravagance which has been made. It is to be observed that, during the whole of his management, the most accurate accounts were regularly furnished at very short periods (I believe monthly), and were carefully examined by Captain Pengeley and communicated by him to his co-trustees. No complaints were made till, after two unusually bad seasons, the balance turned against the estate, and then Mr. Dalley was dismissed by Captain Pengeley at the desire of his co-trustees, without any unnecessary delay, and perhaps, indeed, rather hastily, before his management had had a fair trial. I think it right to say this much in justice to Mr. Dalley, especially as I do not feel justified in directing any further investigation of the charges against his management. The fourth and remaining question is, whether the claim of Mrs. Coke and her children, in respect of the sum of £617 16s. 1d. Consols and dividends ought to have priority over the claim of Captain Pengeley, and all the other claims; and it appears to me that there is no reason for admitting this claim at all upon the schedule, except so far as it is included in the claim for £4,000, and arrears of annuity of £200 already appearing on the schedule. The inclination of my opinion is very strongly that there never was any appropriation of this sum of Consols to meet the principal of Mrs. Coke's portion, and that, whether there was such an appropriation as is contended or not, the trustees were justified, under the decree of the Court of Chancery and the will, in subsequently selling the same, and applying the proceeds for the cultivation of the estate. But assuming the contrary, and that a breach of trust was committed by Captain Pengeley and his co-trustees, and that they are now liable to Mrs. Coke and her children, the latter may have their remedy against him in the Court of Chancery; but they do not appear to me to have any priority over or lien upon the first charge which he has acquired on this estate by the last advances made for its cultivation, according to the rule of the civil law: *Interdum posterior potior est priori; ut puta, si in rem ipsam conservandum impensum, et quod sequens creditit. Hujus enim pecunie solvum fecit totius pignoris causam.* It follows, therefore, that I am of opinion that the schedule ought now to be finally settled, giving priority to Captain Pengeley's claim for the amount found due on the secretary's certificate, less the amount charged as commission on produce of sales, which has been waived; that the certificate should be confirmed, subject to this deduction; and that, inasmuch as any injudicious or wasteful management by Mr. Dalley would not under the circumstances affect this or any other claim on the schedule, the petition for a transfer of these proceedings, with a view to a further investigation of such mismanagement, must be dismissed.

BANKRUPTCY LAW.

LIENS—UNFINISHED SHIP IN BUILDERS' YARD.—B. & Co. agreed to build a ship for F. To enable them to

proceed with the work, and before the agreement was signed, S. advanced money on the undertaking that he should have an assignment of the agreement, and a lien upon the ship. The agreement was cancelled. B. & Co. then agreed to sell the vessel, which was in an unfinished state, to S. Four days previously they had stopped payment, and shortly afterwards were made bankrupts. Held, that S. was entitled to a lien upon the ship.—*Swainston v. Clay*, L.J., 11 W. R. 811.

Practice.

INSUFFICIENCY OF BANKRUPT'S DESCRIPTION—DISMISSAL OF PETITION.—Where G., a petitioning bankrupt, has traded as G. & Co., that fact must be stated in the petition; otherwise the petition is invalid.

Debts released by deed purporting to be executed under the Bankruptcy Act, 1861, but which deed turns out to be fraudulent and void, must be included in the computation of a bankrupt's liabilities; and so, where the petition was impressed with a £1 stamp, without estimating the debts so supposed to be released, and which would have increased the stamp duty to £5. Held, per Holroyd Comm., that the petition must be dismissed.—*Re S. Gashion*, 11 W. R. 810.

APPLICATION TO ANNUL BANKRUPTCY BEFORE ADVERTISEMENT.—It is quite out of the ordinary course to annul a bankruptcy before advertisement in the *London Gazette*; and where the petitioning creditors applied for an order to annul upon a general allegation that all the creditors had been settled with,—Held, per Goulburn Comm., that strict evidence of the assents of creditors to the arrangement was necessary. Application therefore refused.—*Re Anonymous*, 11 W. R. 810.

ECCLIESIASTICAL LAW.

RIGHT TO CONTROL OF BODY OF CHURCH AND CHANCEL.

Griffin v. Dighton, Q. B., 11 W. R. 804.

Certain of the common law rights, as distinguished from rights enforceable only in spiritual courts, of persons entitled to the possession or interested in the freehold of churches, were very fully considered in this case. The question was whether the lay rector of a parish has, as against the vicar, any right to the possession and control either of the body of the church or of the chancel, and it was raised in an action of trespass brought by the lay rector against the vicar and churchwardens for taking off the lock of a door leading into the chancel of the parish church, the plaintiff claiming, as lay rector, the possession of the chancel, subject to its use for the purposes of divine worship. Cockburn, L.C.J., in delivering the judgment of the Court, thus summed up the plaintiff's argument and the conclusions of their Lordships thereon:—

The case for the plaintiff was put on two grounds. It was contended that the freehold of a church being in the rector, the right of possession followed; and consequently, that as against a rector, even the incumbent minister would have at common law no right to the possession of the church, even for the spiritual purposes to which it is appropriated, such use being capable of being enforced in the spiritual court alone; that consequently, a rector has alone the right to the control of the doors of the edifice, and is bound to open them only so far as necessity might require or his own discretion might suggest; whence it would follow that the minister and churchwardens would be guilty of trespass, if, against the will of the rector, they forced open a door of the church, even for the purposes of ministration. Secondly, if this position should be found untenable as regards the whole body of the edifice, it was contended that at all events the chancel was peculiarly appropriated to the rector; and that, subject to its use in the administration of the Holy Communion and the celebration of marriage, the possession of this part of the church must be taken to belong exclusively to him. We are of opinion that neither of these positions is tenable, and that a lay rector has, not, as against the vicar, any right to the possession and control either of the body of the church or of the chancel. It is,

no doubt true that in contemplation of law the freehold of the church, and therefore that of the chancel, which forms part of the church, as well as the freehold of the churchyard, is in the rector, whether spiritual or lay. But this naked abstract right carries with it, in our judgment, no right of possession, the latter being in the incumbent, who is responsible to the ordinary for the celebration of public worship. Where there is a spiritual rector, he has, when inducted, the corporal possession of the church for the use of the parishioners, subject to the control of the ordinary. Where there is no spiritual rector, the vicar or the perpetual curate has, upon induction, the like possession for the like purposes (see *Jones v. Ellis*, 2 Y. & J. 269). In the case of *R. v. Hickman*, 2 East's Pleas of the Crown, 593, the prisoner was held to have been properly convicted of stealing lead from a church, on a count which laid the property in the vicar. If the lay impropriator, by the mere fact of being so, has not only the freehold of the church, but the possession as incident to the freehold, that conviction would have been improper. Independently of these authorities, when it is borne in mind that churches in their origin were dedicated by those who erected them and gave the sites on which they were built for the purposes of religion and the worship of God, it would obviously be inconsistent with the object for which they were established to hold that in the case of a lay impropriator the right of possession followed the freehold, which, in contemplation of law, is in the rector. It seems to us, therefore, that the position that a lay rector has, as against the vicar, a right to the possession of the church, is one which cannot be sustained. We are equally of opinion that in this respect there is no distinction between the body of the church and the chancel.

This case may therefore be taken as a distinct authority that a lay rector of a parish has not, as against the vicar, any right to the possession and control either of the body of the church or of the chancel. The rector has no more right or interest in the chancel than he has in any other part of the church.

LAW STUDENTS' JOURNAL.

Correspondence.

A SELECTION OF STATUTES FOR ARTICLED CLERKS.

Knowing that you are ever ready to assist the articulated clerk, both in town and country, to master the principles of law, I take the liberty of asking you if you can inform me where I am likely to meet with a list of the principal statutes, my object being to assist my memory by making out a list of the dates, names, and abstract of contents of those statutes which an articulated clerk may have occasion to be acquainted with, either in passing his examination or practising in his profession.

I only wish to include those which, like the Statute of Frauds, Bills of Exchange and Wills Acts, &c. &c., are indispensably requisite to be remembered.

Whether it would suit you to publish such a list in your valuable journal is of course a question for your consideration; but I should be glad if you could inform me where I can obtain the information I am in search of. F. A. B. Manchester.

. We are not acquainted with any such list. F. A. B. may, however, easily make a list for himself from a few text-books, which will not only tell him what the most important statutes are, but how they came to be passed, and what alterations they effected in pre-existing law. Without some knowledge of this kind, the mere letter of Acts of Parliament will not afford much useful information to beginners. Yet it is very desirable that students should soon get into their heads at least the names and general features of the leading statutes in each branch of law, as well as those which affect the whole body of English jurisprudence—*ex. gr.*, the Statute of Frauds, 29 Car. 2, c. 3; the Statute of Uses, 27 Hen. 8, c. 10; the various Statutes of Limitations; and Statutes of Wills.

By way of example only, and not by any means as an exhaustive list, we mention, for the information of our correspondent, a few of the more important and useful statutes with which a law student should make himself familiar:—

General Law.

The Statute of Wills, 1 Vict. c. 26.

Lord Tenterden's Act, 9 Geo. 4, c. 14.

The Prescription Act, 2 & 3 Will. 4, c. 71.

The Statute of Limitations, 3 & 4 Will. 4, c. 27.

The Bankruptcy Act, 1861.

The Companies Act, 1862.

Real Property Law.

The 3 & 2 Vict. c. 106, which makes a number of important alterations.

Fines and Recoveries Abolition Act, 3 & 4 Will. 4, c. 74.

Dower Act, 3 & 4 Will. 4, c. 105.

Equity.

The Chancery Amendment Act, 1852.

The Chancery Amendment Act, 1856.

The Trustee Acts, 1850-52.

Leases and Sales of Settled Estates Act, 1856.

Common Law.

Common Law Procedure Acts, 1852, 1854, 1860.

Bills of Exchange Act, 1855.

This list could, of course, be indefinitely extended; but our object has been to name such a limited number of statutes as an articulated clerk might become tolerably familiar with before his final examination at the Law Institution, having regard to those which would be of most use to him, not merely for the purpose of passing, but subsequently in actual business.

POLICE COURTS.

MANSION-HOUSE.

July 29.—Mr. John Hugh Waring, an attorney, of 25, Poultry, and Mr. Mark Benjamin Benham, occupying offices at the same place, came before the Lord Mayor on a summons, to answer a charge of assault against one Nathan Golberg.

It appeared that the complainant had employed one of the defendants, but which did not clearly appear, to recover a debt due to him, and the defendant Waring appeared to have obtained £15 in respect of it in January last, but had not accounted for the money. The complainant had since made repeated but fruitless applications at the offices of the defendants for payment, and at length he sued Waring in the Sheriff's Court for the £15, obtaining as the result a judgment against him for that amount, but the officer of the court had never been able to serve him with the judgment order, which to be effectual required to be served personally. On Saturday last the complainant went to the defendants' offices, and asked to see one or other of them. An office-boy said neither of them was in, nor would they be there that day. The complainant had reason to know they were both in at the time, and he said as much. He then saw the defendant Benham, who promised to see him paid in a day or two. While they were talking, the defendant Waring passed out of his own office into that of the defendant Benham. The complainant, addressing him, said he wanted to speak to him about his case. The reply was that Mr. Benham knew all about it. The defendant Waring, being importuned by the complainant, turned round and struck him repeatedly in the chest. Mr. Benham then interfered and seized the complainant by the throat and held him until Waring escaped. These were the assaults complained of.

The LORD MAYOR fined each of the defendants 10s. and costs, amounting together to 2s.

They paid the money and departed, and as they left the court the judgment order of the Sheriff's Court was served upon the defendant Waring.

GENERAL CORRESPONDENCE.

LIABILITY OF HORSE-BREAKER FOR ACCIDENTS.

A horse-breaker is entrusted by the owner with a mare to break for him, but in the course of breaking she suddenly drops and dies. Due care and proper treatment were observed by the horse-breaker. Is he liable to pay the owner for the value of the mare? Can any of your correspondents refer me to a case on the point? STUDENT.

EXECUTION OF DEEDS BY ONE PARTY IN SEVERAL CAPACITIES.

The question put by "Leguleius" in your Journal of Saturday, the 25th inst., is not of a very difficult character. In the first place, I may observe, that there seems to be no decision,

pro or *con.*, requiring a person who is made a party to a deed in three distinct capacities, to execute it in each capacity. I am clearly of opinion that it is quite unnecessary for any person to execute a deed more than once; for I apprehend that the usual words, "I deliver this as my act and deed," will be sufficient to pass the whole matter contained in the deed in which he is interested, notwithstanding the person executing the deed is not entitled in his own right to all the property conveyed thereby. The question raised seems to be one more of practice and usage than of law.

A question might be asked, and one which, I think, has never yet been positively decided, whether it is requisite a deed should be signed or not? In support of this question, I may refer to the 1st volume of *Coke upon Littleton*, p. 35 b.; also to *Williams on Real Property*, p. 138, and the cases cited on p. 139.

Coke upon Littleton states no less than ten requisites as being absolutely necessary to the validity of a deed, but does not include signing as one of them.

It will be observed on further research, that the great feature in a deed, at least for making it valid in law, is the sealing and delivery only.

CHARLES J. ROBERTS.

Rochdale, 29th July.

A correspondent asks a question which I have never seen answered; possibly because it does not need an answer. The question is, whether a person made party to a deed in more than one capacity—say, as executor of A., administrator of B., trustee for C.—and in his own right should sign and seal the instrument as often as his characters total. In "*Cornish on Purchase Deeds*," under head of "Parties to Deeds," he says—"A person standing in two or more capacities should be introduced in them at distinct parts," to which, in my edition, page 32, I added the following—"Although a person may sustain several characters, and his name be repeated of as many parts, it is of course only necessary that he should once sign and seal the deed, the repetition of his name amongst the parties being solely a conveyancing arrangement." I may add, what is very well known, that in practice a party to a deed never signs and seals it more than once, however numerous may be the characters he fills.

Had the question been more deserving of attention, your correspondent may rest assured a better authority on the subject could have been found than

THE EDITOR OF "*CORNISH ON PURCHASE DEEDS*."

6, Symonds-inn, July 29.

In answer to your correspondent's query, I beg to inform him that it is the general practice, where a person is a party to a deed in several capacities, to sign, seal, and deliver once only. This is a practice dictated alike by law and common sense, as the person who executes a deed does it in respect of the whole, and not of one part thereof to the exclusion of the remainder.

W. S.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Saturday, July 25.

STATUTE LAW REVISION.

LORD ST. LEONARDS paid a tribute of commendation to the gentlemen at the bar to whom the work of statute law revision had been entrusted, and who he considered were very inadequately compensated for their learned, arduous, and responsible labours.

THE LORD CHANCELLOR added his commendation of the able, learned, and industrious gentlemen who had so well discharged the duty which had been committed to them for a most inadequate remuneration. He believed that when the public became aware of the value and extent of their arduous labour, they would not be satisfied unless that remuneration was considerably increased. The whole expense of the revision and expurgation of the statutes hitherto had scarcely exceeded £3,000, which was a mere trifle compared with former expenditure for a like purpose.

PROMISSORY NOTES AND BILLS OF EXCHANGE BILL.

This bill was read a third time and passed.

POISONED GRAIN BILL.

This bill was read a third time and passed.

Tuesday, July 28.

COMMON LAW AND CHANCERY COURTS (IRELAND).

THE LORD CHANCELLOR laid on the table the report of the commissioners appointed to inquire into the practice of the common law and chancery courts of England and Ireland, with a view to their assimilation.

The royal assent was then given to several bills, and the Lord Chancellor having read the royal speech on the prorogation of Parliament, declared the present Parliament prorogued until the 14th of October next.

HOUSE OF COMMONS.

Friday, July 24.

THE PARLIAMENTARY BAR.

MR. D. GRIFFITH asked the Attorney-General whether he would exert his professional influence during the recess to obtain an alteration of the professional custom which appeared to have grown up at the Parliamentary Bar, that junior counsel were precluded from receiving refresher and consultation fees of a less amount than those given to a senior counsel, however much the junior counsel might himself desire it, which restriction the Attorney-General, in his evidence before the Committee on Private Bill Legislation, had himself considered to be not in accordance with the well-established professional etiquette of the Bar in general.

THE SOLICITOR-GENERAL, in the absence of the Attorney-General, said his hon. and learned friend had authorized him to say that he could not presume that his individual opinion would have much influence with a section of the bar to which he himself did not belong, and that even if he had any influence he did not see how he could exert it, as the members of the Parliamentary Bar during the recess would be dispersed over Europe.

ALTERATIONS IN JUDGES' CIRCUITS BILL.

This bill was read a third time and passed.

STATUTE LAW REVISION BILL.

This bill was read a third time and passed.

Monday, July 27.

BENCHERS' JURISDICTION BILL.

SIR G. BOWYER rose to move that the order for the second reading of this bill be discharged. The hon. and learned gentleman explained that the bill had been postponed from time to time with the view of enabling the benchers to consider the measure, and he gave notice that he would re-introduce the bill next session. He proceeded to address the House at some length on the subject, and while he was speaking

AN HON. MEMBER moved that the House be counted, when only twenty-six members were found to be present, and consequently the House was adjourned.

Tuesday, July 28.

THE INNS OF COURT.

SIR G. BOWYER gave notice that early next session he would move for leave to bring in a bill to enable the Benchers of the Inns of Court to constitute a judicial committee for the adjudication of certain cases.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

PROPERTY IN NAME OF RESIDENCE.

THE Civil Tribunal of the Seine has just given judgment in an action brought by the Duchess de la Rochefoucauld, proprietress of the chateau of Armainvilliers, against M. Emile Péroire, on the ground that he had infringed her rights by giving the name of "Château d'Armainvilliers" to a mansion which he has built in the vicinity of her residence. From the statement of plaintiff's counsel it appears that his client purchased, in 1855, the chateau of Armainvilliers, formerly the residence of the counts of that name, for the sum of 500,000*fr.* Adjoining the plaintiff's estate was the forest of Armainvilliers, formerly the property of the Princess Adelaide, sister to King Louis Philippe, which was sold in consequence of the decree of the 22nd of January, 1852, relating to the estates of the Orleans family, and purchased by M. E. Péroire. This gentleman soon after built a splendid mansion in the forest, to which he gave, or permitted to be given, the name of Château d'Armainvilliers. The existence of two similarly-named residences in the same neighbourhood naturally caused

some confusion, and it happened that letters and goods intended for one were frequently sent to the other. To put an end to this inconvenience, the Duke de la Rochefoucauld wrote, in August, 1861, a polite letter to M. Péreire, requesting him to choose some other name for his mansion, on the ground that the chateau belonging to the duchess had always borne the name of Armainvilliers, and that the said name was consequently as much her property as the estate itself. M. Péreire replied that the name of Armainvilliers had not been given to his residence by any act of his, but by the public, and very naturally too, since it stood in the forest so called, and that, for his part, he declined to give it any other appellation. Many other letters passed between the parties, but without any result satisfactory to the duchess, who accordingly commenced the present proceedings. After a hearing extending over three days, the Tribunal decided that the name of Armainvilliers was the property of the plaintiff; that the defendant, although his mansion was built on land formerly belonging to the Counts d'Armainvilliers, had no right to give it a name which had for centuries been appropriated to another residence; and that he must henceforth discontinue the use of the name in question.

HONG KONG.

SUPREME CONSULAR COURT.

The Queen has been pleased to direct the following letters patent to be passed under the Great Seal of the United Kingdom, for investing the Supreme Court of Hong Kong with appellate jurisdiction in certain cases of civil suits between British subjects, heard and determined under the authority of her Majesty's Order in Council of the 23rd day of January, 1860, by British consuls within the dominions of the Emperor of Japan, and in substitution for the letters patent of the 30th of January, 1860, published in the *London Gazette* of the 27th of February, 1860, page 850.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c.:

To all to whom these presents shall come, greeting:—

Whereas, by an Ordinance passed by the Legislative Council of Hong Kong, in the year 1845, intituled No. 6 of 1845, "an Ordinance to repeal Ordinance No. 15 of 1844, for the establishment of a Supreme Court of Judicature at Hong Kong, and to substitute other provisions in lieu thereof," it was enacted, that there should be within the said colony a court, which should be called the Supreme Court of Hong Kong.

And whereas by certain letters patent, bearing date the 30th of January, 1860, provision was professedly made for investing the said Supreme Court with appellate jurisdiction in cases of civil suits, heard and determined under authority of her Majesty's Order in Council of the 3rd of March, 1859, by British consuls within the dominions of the Emperor of Japan, but such Order in Council had been repealed previously to the date of the said letters patent—that is to say, by her Majesty's Order in Council of the 23rd of January, 1860.

And whereas it is expedient that the said letters patent should be revoked.

Now, know ye that, upon consideration of the premises, and of our certain knowledge and mere motion, we have thought fit to direct and ordain, and do direct and ordain, as follows:—

1. The aforesaid letters patent of the 30th day of January, 1860, are hereby revoked and determined.

And whereas by the 13th section of an Order in Council, bearing date the 23rd of January, 1860, it was ordered that in the event of any suit, of a civil nature, arising between British subjects within the dominions of the Tycoon of Japan, it should be lawful, upon the application of any party to such suit, for the consul of the district within which the party sued should be found, to hear and determine such suit, subject in case the sum in dispute should exceed 1,000 dollars to an appeal to the Supreme Court of the colony of Hong Kong, and that every such appeal should be made and conducted in the manner and form, and under the same conditions, as were prescribed by the said Order in Council in cases in which the defendant only was a British subject.

And whereas by the 28th section of the aforesaid Order in Council, it was further ordered, that the Supreme Court of the colony of Hong Kong should have, and might exercise concurrently with her Majesty's consul, authority and jurisdiction in regard to all suits of a civil nature between British subjects, arising within any parts of the dominions of the Emperor of Japan: provided always, that the said Supreme Court should not be bound, unless in a fit case it should deem it right so to do, by writ of *certiorari*, or otherwise, to debar

or prohibit the consul from hearing and determining, pursuant to the provisions of the several sections of the said order, any suit of a civil nature between British subjects, or to stay the proceedings of a consul in any such matter.

2. We do further direct and ordain that if any party to any such suit as aforesaid, heard and determined in Japan, and in which the sum in dispute shall exceed 1,000 dollars, shall be dissatisfied with the decision given upon the said suit by the consul before whom the same shall be heard or tried, it shall be lawful for such party, within fifteen days after such decision, to give to the consul notice of appeal to the Supreme Court of Hong Kong, whereupon the consul shall, with as little delay as possible, stamp with his consular seal and transmit to the said Supreme Court all the documents which were produced before him, and none other, and also the notes taken by him of the evidence adduced in the said suit, together with a statement of the grounds on which he formed his decision, and an exact copy of the order made by him, and shall forthwith notify to the several parties the transmission thereof. Provided always, that it shall be lawful for the consul to require from any party appealing to the said Court reasonable security, which shall consist in part of one or two sufficient sureties to be approved by the consul, that such party shall and will abide by the decision to be given by the said Supreme Court, and pay all such costs of and incidental to such appeal as the said Supreme Court shall direct.

3. And we do further direct and ordain that it shall be competent to the said Supreme Court, and the said court is hereby required to take into consideration such documents and statements, and decide upon the same, and to communicate its decision to the consul, who shall forthwith proceed to carry the same into execution.

4. And we do further direct and ordain that in any appeal to the said Court from the decision of a consul, it shall not be open to any party, except as hereinafter is provided, to adduce any further evidence than that which was laid before the consul, and that a party shall not be required to appear personally to prosecute an appeal or support a sentence. Provided always, that in all appeals from the decision of a consul, it shall be lawful for a party to allege facts essential to the issue of the suit which have come to his knowledge subsequently to the decision of the consul, and to produce evidence in support of such facts: and provided also that it shall moreover be lawful for the said Court to admit any further legal evidence besides that adduced before the consul, on its being established to the satisfaction of the said Court, by oath on personal examination or by affidavit, that the party desiring to produce such further evidence was ignorant of the existence of such evidence, or was taken by surprise at the hearing before the consul, or was unable to produce it before the consul after due and reasonable diligence and exertion on his part in that behalf, or wheresoever, under the particular circumstances of the case, it shall appear to the said Court that further evidence ought to be received.

5. And we do hereby give and grant to the said Supreme Court full jurisdiction, power, and authority to hear and determine all such causes, suits, matters, and things as are mentioned and comprised in the said 29th Article of the aforesaid Order in Council of 23rd of January, 1860.

6. And we do further direct and ordain that it shall be lawful for the said Court to make such rules, orders, and regulations, not being inconsistent with the provisions of the said Order in Council, or with these our letters patent, or with the laws in force in Hong Kong, as may, in the judgment of the said Court, be requisite for the speedy and effectual decision of the aforesaid appeals, and also of the said causes, suits, matters, and things. Provided always, that all such rules, orders, and regulations shall forthwith be communicated to the governor of Hong Kong, and by him shall be transmitted to us, our heirs and successors, under the seal of the said Court, for our or their approbation or disallowance, to be signified through one of our principal Secretaries of State to the said governor.

In witness whereof, we have caused these our letters to be made patent. Witness ourself at Westminster, the sixth day of July, one thousand eight hundred and sixty-three, in the twenty-seventh year of our reign.

(Signed) H. M. A. V.

OBITUARY.

SIR CRESSWELL CRESSWELL.

The Lord Chancellor, on taking his seat at Lincoln's Inn

last Thursday morning, announced the death of Sir Cresswell Cresswell, at the same time paying a tribute of the highest respect to his memory as "a judge who had served his country with eminent ability for twenty years," and possessing "a rare combination of high judicial qualities." The announcement came upon the profession by surprise, as the deceased gentleman was always remarkable for his vigorous health, and it had been stated in the newspapers but a day or two previously that he was recovering from the accident which he met with a fortnight before. Our readers are so familiar with the subject of this notice, that we need only mention, by way of record for future reference, some of the leading incidents in the professional and public life of Sir Cresswell Cresswell. It is now about forty-four years since he was called to the Bar by the Hon. Society of the Middle Temple, his call having taken place in 1819. He was born in 1794, and was educated at the Charter-house, and Emmanuel College, Cambridge, where he did not particularly distinguish himself. Being maternally descended from an ancient Northumbrian family, he chose the Northern Circuit, where his natural abilities, aided no doubt by local connections, soon brought him into notice; and after the retirement of Brougham and Scarlett from the arena where they had no competitors, Mr. Cresswell stepped into the first rank, and obtained silk in 1834, from which period, from 1842, he and Mr. (now Sir W.) Alexander, led the circuit. In 1837, Mr. Cresswell was returned to Parliament by the conservatives of Liverpool, having defeated on that occasion Mr. W. Ewart, the present member for Dumfries burgh. Although he had no great success in the House of Commons, and appears not to have had much ambition in the political sphere, he took a prominent part in some debates involving constitutional questions, and altogether succeeded better in Parliament than the majority of barristers of reputation. In 1842 he was made one of the justices of the Common Pleas, where he remained until 1858, when he was appointed to preside over the Divorce Court. Few judges so unconciliating, and sometimes, indeed, repellent in manner have ever been so successful in gaining universal applause for the manner in which they discharge their judicial duties. There was no second opinion in the legal profession, or amongst the public journalists, as to the remarkable ability of Sir Cresswell Cresswell. At the time of his appointment it met with very general approval, although it could not be regarded otherwise than as a hazardous experiment, both for him and the tribunal over which he was called to preside. The anticipations which were then formed of his pre-eminent judicial ability have since been more than realized; and the remarkable success of the new tribunal is mainly owing to the judicious selection of its first judge. He died at his residence, at Albert Gate, Knightsbridge, on the evening of Wednesday last, in the 70th year of his age.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

[The clerks' names appear in small capitals, and the attorneys to whom articles or assigned follow in ordinary type.]

Michaelmas Term 1863.

ANDREW, W. JOSEPH DEWES.—W. Andrew, Lincoln; J. W. Danby, Lincoln.
ANDREWS, WALTER GEORGE.—G. W. Andrews, Sudbury.
ARROWSMITH, CHARLES JOHN.—W. S. Jackson, Shrewsbury; J. Scarth, Shrewsbury.
BATH, EDWARD.—S. Holman, Glastonbury.
BECKE, CHARLES CECIL.—J. Becke, Northampton.
BENNETT, NORMAN.—W. Bennett, Chapel-en-le-Frith.
BENNING, ALBERT FREDERICK.—J. C. Fenwick, Newcastle-upon-Tyne.
BIRCHAM, SAMUEL, B.A.—R. F. Dalrymple, 46, Parliament-street.
BOLTON, JOHN.—R. Wilson, Kendal; H. Nicol, 88, Queen-street, Cheapside.
BOOTH, MILES GEORGE.—H. T. Robinson, Leyburn, Yorkshire.
BORRETT, THOMAS PERCY.—T. Borrett, 6, Whitehall-place.
BOURDILLON, STAFFORD FAULKNER.—C. F. Skirrow, Staple-inn; G. B. Gregory, 1, Bedford-row.
BRADGATE, CHARLES.—J. Philpotts, Newport.
BRAITHWAITE, RICHARD HALE.—W. Best, Leeds.
BRIGHTON, WILLIAM GREEN.—W. N. H. Turner, Norwich.
BROWN, RALPH.—J. Speakman, Nantwich; E. D. Broughton, Nantwich.

BROWNING, HAROLD CONSTANTINE.—E. Browning, Redditch, Worcester.
BURLINSHAW, JOHN.—W. D. Gaches, Peterborough; F. Barlow, Cambridge.
CAVE, CHARLES WHITE.—G. Hinds, Goudhurst, Kent.
COOKE, FREDERICK.—J. Cooke, Over.
CRADDOCK, JAMES HENRY.—E. H. Shelly, Nuneaton.
CREED, WILLIAM.—R. Francis, Newton Bushel.
CROWTHER, ALFRED HALLWORTH.—N. C. Wright, 10, Bloomsbury-square; J. W. Crouch, 8, Gray's-inn-square.
CUMMING, GORDON.—R. Cumming, 13, King-street, Cheapside.
DANIELS, THOMAS ISAAC.—T. Daniels, Amersham.
DAWBER, JOSEPH.—B. B. Jackson, Kingston-upon-Hull.
DRINKWATER, THOMAS.—F. Drinkwater, Hyde.
EDWARDS, ALBERT.—W. J. Tucker, Chard.
EDWARDS, ISAAC NEWTON.—T. W. Blagg, Saint Albans.
EELERS, WALTER WARING.—W. S. Poole, Kenilworth.
ELLIOTT, JOHN.—R. Pattison, 44, Bedford-row; C. J. Eyre, 14, Alfred-place, Bedford-square; and 44, Bedford-row.
FELL, WILLIAM.—T. M. How, Shrewsbury; W. Hughes Brabant, Saville-place.
FRASER, GEORGE PATRICK.—G. J. Shaw, 8, Farnival's-inn.
GOODE, WILLIAM WHITE.—T. Spooner, Leicester.
GORDON, FREDERICK.—H. Minett, Ross.
HALLAM, THOMAS WILLIAM HENRY.—R. Leonard, jun., Bristol; L. Fry, Bristol.
HALTON, JOHN FOSTER.—F. D. Lowndes, Liverpool.
HILL, JOHN EDWARD GRAY.—C. F. Skirrow, Staple-inn; T. Phillips, Plymouth.
HOLLAND, WILLIAM HENRY.—W. Holland, 39, Bedford-row, Holborn.
HOLMAN, GEORGE.—J. C. Williams, 3, Lancaster-place Strand; D. M. Johnston, 65, Moorgate-street; C. D. Faulkner, Deddington, Oxford.
HOW, FREDERICK.—J. D. Francis, Chesham.
HUMFRIES, WILLIAM JOHN.—W. Humfries, Hereford.
HUNTON, CHARLES.—J. Hunton, Richmond, Yorkshire.
HURRELL, JOHN SQUARE.—R. Hurrell, Kingsbridge.
IRVING, JOHN.—J. P. Townsend, Southwell.
JANEWAY, GEORGE WILLIAM HOWARD.—W. Janeway, 38, Bedford-row.
JOHNSON, SAMUEL.—T. Smith, jun., Sheffield.
KIDSON, JOHN, jun.—J. Kidson, Sunderland.
KING, THOMAS, jun.—A. R. Bristow, Lewisham.
KNIGHT, ROBERT HENRY.—A. Turner, 68, Aldermanbury.
LAWRENCE, EDWARD.—W. Baynton, Bristol; E. Hutchins, Bristol; J. L. Press, Bristol.
LAWS, CUTHBERT JOHN.—C. U. Laws, Newcastle-upon-Tyne.
LEE, SAMUEL, B.A.—J. Lee, Whitechurch.
LOMAX, JOHN.—H. Wheeler, Manchester.
MCKELVIE, JOHN.—C. Hodgkin, Whitehaven.
MADDOCK, FRANCIS THORNHILL.—J. Whitley, Liverpool; E. Whitley, Liverpool.
MAINS, JAMES.—R. T. Elsdale, 3, Whitehall-place.
MESSITER, HERBERT.—H. Messiter, Wincanton.
METCALFE, FRANK.—Messrs. C. & F. M. Metcalfe, Wisbeach; St. Peter's, Cambridge.
NEEDHAM, WILLIAM MANNING.—R. Enfield, Nottingham.
NOBLE, WILLIAM.—J. W. Pettigall, Kingston-upon-Hull; R. Bell, Kingston-upon-Hull.
NUTT, GEORGE JAMES.—Messrs. Deacon & Taylor, Peterborough.
OSBALDESTON, MATTHEW DAVENPORT.—H. Roscoe, 36, Lincoln's-inn-fields.
PENFOLD, JOHN.—T. E. Penfold, Mecklenburgh-square.
PICKERING, JOHN.—W. R. Smith, Morthy Tydfil.
PONTING, THOMAS.—H. C. Canham, Sudbury; T. Loftus, New-inn.
POWELL, CHARLES ALBERT.—Charles Powell, Knarborough.
PRESTON, ISAAC.—C. A. Preston, Great Yarmouth.
PUGHE, WILLIAM ANTHONY.—W. Jones, King's-arms-yard.
RANDALL, CHARLES SILVERSTER.—C. R. Randall, Tokenhouse-yard; G. A. Charley, Beaconsfield.
REED, PETER.—W. J. Reed, Hull.
RICHARDS, WILLIAM.—J. W. Jones, Carnarthen.
RIDSDALE, FRANCIS JAMES.—F. R. Ridsdale, Gray's-inn-square.
ROOKS, GEORGE ARTHUR.—Thomas Lee, Moorgate-street.
RYLEY, THOMAS CROPPER.—Thomas Harvey, Liverpool; E. Harvey, Liverpool.

SADLER, SAMUEL CAMPBELL HUTTON.—F. C. Hulton, Sal-ford.
 SEDGWICK, ISAAC.—E. Sidebottom, Hull.
 SMITH, ROBERT WHITTAKER.—W. Keary, Stoke-upon-Trent.
 SPILLER, WALTER.—J. J. Spiller, South-place.
 STANTON, THOMAS HARRISON.—P. H. Stanton, Newcastle-on-Tyne.
 STEPHENS, MATTHEW JOHN DENMAN.—M. S. Stephens, Chatham.
 STEPHENSON, JOHN BOYES.—A. Stephenson, Whitley.
 STOREY, WALTER.—A. C. Foster, Halifax.
 SYDNEY, ROBERT CHASE.—J. Smith, Maidenhead; J. W. Smith, Maidenhead.
 TAYLOR, ALFRED.—J. J. Banning, Liverpool.
 TAYLOR, WILLIAM BROOKE.—A. Taylor, Norwich; C. Taylor, Norwich; F. G. Foster, Norwich; B. Field, Lincoln's-in-fields.
 THAIRLWALL, FREDERICK JAMES.—F. Thairlwall, Richmond; J. Hulton, Richmond.
 THOMPSON, WILLIAM.—J. Phillips, jun., Stamford; P. R. Falkner, Newark-on-Trent.
 THORNBURN, WILLIAM.—J. Hayton, Cockermouth; J. C. Goody, King William-street, City.
 TREMEWEN, DIONYSIUS WILLIAMS.—W. Buckingham, Exeter.
 TURNER, JOSEPH EDMUND.—O. Webb, Bedford-row.
 UPTON, ROBERT LEYCESTER.—R. B. Upton, Austin Friars.
 WALKER, HENRY.—Robert Gee, Canterbury; M. H. Walker, St. Swithin's-lane.
 WALKER, JOSEPH.—John Latimer, Leeds.
 WALL, JAMES LUCAS.—W. S. Allen, Birmingham, and Hand-worth; R. Hart, Chancery-lane.
 WATERS, MARK, jun.—J. Preston, jun., Great Yarmouth.
 WATTS, PHILIP HENRY.—John B. Stanley, Bristol.
 WATSON, JOHN MATTHEW.—P. Watson, Bury.
 WELMAN, JOSEPH.—J. Lott, Parliament-street.
 WHALL, JOHN FITZWILLIAM.—John Whall, Worksop.
 WOODHAMS, DANIEL THOMAS.—J. J. Blake, King William-street, City.
 WOOLDRIDGE, WILLIAM HENRY.—Chas. Wooldridge, Win-chester; J. H. Street, Raymond-buildings.
 WORMALD, WILLIAM.—R. Bait, Leeds.
 WRIGHT, CORNELIUS UMPREVILLE JOHN.—W. J. Wright, Long Sutton, Lincoln.

Michaelmas Term, 1863, pursuant to Judges' Orders.

BELL, WILLIAM.—C. T. Potts, Sunderland.
 BROWN, ROBERT WILLIAM.—Messrs. Woosnam & Lloyd, Montgomery.
 FURLEY, WALTER.—R. Furley, Ashford.
 HANKINS, EDWARD THOMAS.—J. Cleave, Hereford.
 HARRIS, SAMUEL.—G. Stenning, Tonbridge.
 JAMESON, RICHARD.—E. R. Anderson, Stonegate, York.
 MARDEN, RICHARD GREEN.—Wm. Ackerley, Wigan; C. J. Gratton, 9, Gray's-inn-square.
 OGLE, JAMES POPHAM.—G. Ogle, 4, Great Winchester-street, City; E. B. Hardisty, 43, Great Marlborough-street.
 STROUD, FREDERICK.—C. J. Chesbire, Cheltenham.
 WILDING, THOMAS.—J. S. W. Herring, 17, Stafford-street, Marylebone.

Michaelmas Vacation, 1863, pursuant to 23 & 24 Vict. c. 127.

HANDLEY, JAMES.—R. H. Munday, Essex-street, Strand.
 MOTT, CHARLES.—H. T. Raven, Harcourt-buildings.

NOTICE OF APPLICATION FOR RE-ADMISSION.

On the last day of Michaelmas Term, 1863, pursuant to Judges' Order.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

Robins, Richard John Saltren, Devonport, and Strickenton, Cornwall.

from the passing of the Act 15 & 16 Vict. c. 73. The gross receipts on the 31st of December, 1862, were £390,312 1s. 11d.; the payments thereout £243,879 6s. 2d., being an excess of receipts over payments of £146,432 15s. 9d.; and the nett balance, after the transfer of £20,000 to the account of the Exchequer, was £126,432 15s. 9d.

The county and borough prisons of England received within their doors in the year ending at Michaelmas, 1862, 13,255 debtors, 3,012 persons charged with military or naval offences, 3,038 persons ordered to find sureties, 9,260 persons remanded but afterwards discharged, 20,282 persons committed for trial and tried at assizes and sessions, 92,895 persons summarily convicted by magistrates—in all, 141,742. This is an increase of 12,504 over the number in 1861, following an increase of about the same number in that year over 1860. From these county and borough prisons, 136,255 persons were discharged in the course of the year, 156 were removed to lunatic asylums, 9 escaped, 16 were executed, and 199 were released by death, 10 of the number being suicides. From the convict prisons 466 prisoners were transported to Western Australia and 657 to Gibraltar, 34 were removed to lunatic asylums, 6 escaped, 70 died, and 3,650 were discharged, 2,380 of them on ticket of leave, before their time.

In the year ending at Michaelmas, 1862, the magistrates fined 166,013 persons, ordered 10,696 to find sureties or enter into recognizances, sentenced 350 persons to be whipped, sent 1,170 juvenile offenders to reformatory schools, and sentenced 70,823 persons to short periods of imprisonment. The Central Criminal Court, and courts of assize and sessions sentenced 172 persons to be whipped, or fined, or procure sureties; 236 to be detained in reformatory schools; 11,708 to imprisonment, the majority for not more than six months, and only six for above two years; 3,167 to penal servitude, the majority for not more than four years, and only 25 for life; and 29 persons were sentenced to death; 15 were executed—there would have been 16, but one contrived to commit suicide on the morning for the execution. Owing to the change made by the Consolidation Statutes of 1861, the capital sentences fell in 1862 to little more than half the average of the preceding 10 years; and the capital sentences and sentences to penal servitude for life, amounting together in 1862 to 54, were below the average of the preceding four years, which was 68.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FOOTNER.—On July 21, at Andover, Hants, the wife of Richard Footner, Esq., solicitor, of a son.
 GUNNER.—On July 23, at Bishop's Waltham, the wife of Charles James Gunner, Esq., Solicitor, of a son.
 HALL.—On July 27, at 49, Kensington-gardens-square, the wife of William Champain Hall, Esq., Solicitor, of a son.
 KEMP.—On July 17, at Wyndham, Isle of Bute, N.B., the wife of W. F. Kemp, Esq., of the Inner Temple, Barrister-at-Law, of a daughter.
 LEAKE.—On July 25, at 2, Maitland-part-terrace, Haverstock-hill, the wife of Stephen Martin Leake, Esq., of a daughter.
 LORD.—On July 23, at 22, Upper Gloucester-place, Dorset-square, the wife of Henry W. Lord, Esq., Barrister-at-Law, of a daughter.
 STRADLING.—On July 20, at Gravesend, the wife of W. L. Stradling, Esq., of Roseville, Chilton Foiden, and of the Inner Temple, of a son.

MARRIAGES.

CUTHBERTSON.—SMITH.—On July 23, at St. Paul's Church, Hammer-smith, Francis Cuthbertson, jun., Esq., M.A., to Anne Matilda, second daughter of Bassett Smith, Esq., of Elm-croft, Temple.
 SUMMERS.—SUMMERS.—On July 21, at St. George's, Bloomsbury, Joseph Summers, M.D., Esq., of Elm-croft, Temple, to Constance, youngest surviving daughter of the late William Henry Summers, Esq., Solicitor, London.
 ADOLPHUS.—LOPEZ.—On June 19, at the Catholic Chapel, Cumberwell, John Edward Adolphus, 8th son of the late J. D. Woods, Esq., Barrister-at-Law, to Nina Maria de la Encarnacion, eldest daughter of M. Lopez, Esq., of Cumberwell.
 WOODARD.—WILMOT.—On July 23, at St. Gabriel's, Belgrave South, Pimlico, Mortimer Neville Woodard, Esq., 8th Regt. (Cannagh Rangers), eldest son of the Rev. N. Woodard, of Hemfield, Sussex, to Catherine, daughter of Paul Wilmot, Esq., barrister-at-law, of the Middle Temple, and of Cliff House, near Bideford, Devon.

DEATHS.

DEMPSTER.—On July 23, Richard Talbot Frank, youngest and beloved son of Richard Frederic Dempster, Esq., Solicitor, Morden House.
 DICK.—On July 27, at Dunas, Abercromby Robert Dick, Esq., Advocate and Barrister-at-Law, Sheriff Substitute of Berwickshire, second son of Abercromby Dick, Esq., Res. Civ. Service.
 SCURLOCK.—On July 21, at Launceston, Cornwall, from the effects of a fall, John Trevor Scurlock, Esq., of Doctors'-commons, only son of the late Rev. David Scurlock, of Binnmore, Carmarthen-shire.
 VAILLANT.—On July 22, Mrs. Vaillant, widow of the late John Vaillant, Esq., a bench of the Middle Temple, aged 93.
 WORLEDGE.—On July 24, at Hill House, Ipswich, after a few days' illness, Mary, the beloved wife of John Worledge, Esq., Judge of County Courts, aged 48.

PUBLIC COMPANIES.

MEETINGS.

LEANLEY RAILWAY.

At the half-yearly meeting of this company, held on the 29th ult., a dividend of £1 per cent. on the ordinary capital was declared for the past half-year.

LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.

At the half-yearly meeting of this company, held on the 26th ult., a dividend at the rate of £3 10s. per cent. per annum was declared for the past half-year.

SUPERIOR COURTS OF LAW (FER FUND).—A return has been recently published under this head, giving the amount of gross receipts, the payments from the same, &c., for each year

ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. MANAN.

Freehold and part copyhold estate, at South Mimms, comprising residence, known as Norfolk Lodge, coach house, and stabling, two cottages, farm buildings, &c., and about 80 acres of arable and meadow land.—Sold for £11,100.

Copyhold, a cottage, Oakfield Corner, South Mimms, with about an acre of garden ground.—Sold for 345.

By Messrs. NORRIS, HODGKIN, & TRIST.

Freehold, the Dairy Farm, Harrow, Middlesex, comprising farm, cottage, gardens, farm yard, building, &c., and about 137 acres of meadow land.—Sold for £12,000.

Freehold, Wellingham Farm, Ringmer, Sussex, with farm house, barn, stabling, &c., and about 148 acres of arable and meadow land.—Sold for £3,750.

Freehold, Blashet or Clay Hill Farm, Ringmer, with farm house and buildings, and about 148 acres of land.—Sold for £3,170.

Freehold, part of Broyle Farm, at Ringmer, with farm yard and cottage, and about 47 acres of land.—Sold for £600.

By Messrs. COUS.

Freehold, Ashdown Park, Sussex, containing about 760 acres of pasture and plantation land, with residence thereon.—Sold for £17,350.

Freehold, Moor Hall Farm, in the parishes of Yardley and Cottesford, Herts, comprising about 177 acres of arable and pasture land, with farm house and premises and cottages.—Sold for £3,250.

Freehold, Woodside House, in the parish of Stone, Kent, and about 90 acres of land.—Sold for £5,000.

Freehold residence, The Hollies, in the parish of Stone, with about 2 acres of land.—Sold for £1,700.

By Messrs. RICHWORTH, JARVIS, & ABBOTT.

Freehold, Well House Farm, West Tilbury, Essex, with residence, &c., and about 45 acres of land.—Sold for £2,500.

Leasehold residence, No. 20, Chepstow-villas, Bayswater.—Sold for £1,350.

Leasehold residence, No. 23, Chepstow-villas.—Sold for £1,640.

Leasehold residence, No. 7, Pembroke-villas, Bayswater.—Sold for £1,350.

By Messrs. FOSTER.

Freehold dairy farm, at Beckington, near Frome, Somerset, consisting of about 66 acres of pasture land, and farm house, buildings, &c.—Sold for £4,450.

Leasehold house and shop, No. 7, Vere-street, Oxford-street.—Sold for £1,500.

AT GARRAWAY'S.

By Mr. LOUND.

Lease and goodwill of the Red Lion public house, Cow Cross-street.—Sold for £2,300.

By Messrs. WISEY & MILLS.

Leasehold, two dwelling houses, Nos. 1 & 3, Regent-street, Horseferry-road, Westminster, with stabling, &c.—Sold for £1,800.

By Messrs. ELIAS & SON.

Freehold dwelling house, No. 28, Fenchurch-street, City, with yard and warehouse at the back; also leasehold house and shop, No. 28, Fenchurch-street, adjoining.—Sold for £15,600.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, July 24, 1863.

Hewitt, John, & William Hope Hewitt, March, Attorneys and Solicitors (J. & W. Hewitt). By mutual consent. June 30.

TUESDAY, July 28, 1863.

Dixon, Stephen Brown, Pewsey, Willis, & Alexander Clelland Macdonald, Devizes, Solicitors (Dixon & Macdonald). By mutual consent. July 21.

Windings-up of Joint Stock Companies.

FRIDAY, July 24, 1863.

UNLIMITED IN CHANCERY.

Herefordshire Banking Company.—Order to wind-up, July 18, M.R. William Turquand, Tokenhouse-yard, appointed Official Liquidator of this company. Creditors are required, on or before August 30, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, to William Turquand, Official Liquidator.

London and Provincial Provident Society.—Petition for winding-up, presented July 30, will be heard before the Master of the Rolls on Aug. 3. Note, Bucklebury, Solicitor for the Petitioners.

Waterloo Life, Education, Casualty, and Self-Relief Assurance Company.—The Master of the Rolls has appointed Aug. 4 at 12, to make a call on all the contributories of the company, for 7s. per share.

LIMITED IN CHANCERY.

New Theatre Company (Limited).—Petition for winding-up, presented July 21, will be heard before the Master of the Rolls on July 25. Terrell & Chamberlain, Basinghall-street, Solicitors for the Petitioner.

TUESDAY, July 28, 1863.

LIMITED IN CHANCERY.

Huddersfield District Manufacturing Company (Limited).—Order to wind-up, July 18, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 24, 1863.

Campbell, Caroline Barkley, Marlborough-ter, Kensington, Syntester. Sept. 1. Farrer & Co, Lincoln's Inn-fields.

Carver, Joseph, Schoenmaster, Charles-st, Chelsea. Sept. 30. Letts, Bartlett's-buildings.

Gibson, Elizabeth, Victoria-ter, Victoria-rd, Holloway, Widow. Sept. 29. Davis, Charles-eg, Hoxton.

Hamilton, John, Barge-yard, Bucklebury, Merchant. Aug. 31. Allen & Co, Queen-st, Chancery.

Langley, Fras, Eaton-Constantine, Salop, Spinster. Sept. 1. Palm, Shrewsbury.

Law, John, Goldthorpe, nr Wolverhampton, Merchant. Aug. 31. Drakin & Dent, Wolverhampton.

Richardson, Chas, Rue Cassini, Nantes, France. Gent. Nov. 1. Church & Co, Southampton-buildings.

Stuckey, Hy, Watelose-sq, St George-in-the-East, Surgeon. Sept. 1. Nicholletts & Son, South Petherton.

Traby, Edward, Little Blimington, Gloucester, Farmer. Sept. 1. Kendall & Son, Barton-on-the-Water.

TUESDAY, July 28, 1863.

Barnwell, Chas Fredk, Woburn-pl, Russell-sq, Middx, Esq. Aug. 31. Greatorex, Chancery-lane.

Barnwell, Fredk Lowry, Heath House, Twickenham, Esq. Aug. 31. Greatorex, Chancery-lane.

Barnwell, Mrs. Jane, Woburn-pl, Russell-sq, Middx, Widow. Aug. 31. Greatorex, Chancery-lane.

Beale, Miles, Finsbury-square, Surgeon. Aug. 24. Keys, New-Inn.

Bolton, Jas, Shelleys Kings, Worcestershire, Railway Contractor. Oct. 1. Nicholas & Pardoe, Bedley.

Brettragh, Peter Chaddock, Salford, Gent. Sept. 29. Peacock, Manch.

Brown, Jas, Holywell-st, Westminster, Printers' Clerk. Aug. 24. Keys, New-Inn.

Coulthard, Wm, Morecambe, Lancaster, Contractor. Oct. 1. Sharp, Lancaster.

Edmondson, John, Odley, York, Tanner. Oct. 1. Siddall, Otley.

Embling, Wm, Binsted, nr Arundel, Gent. Sept. 29. Black & Freeman, Brighton.

Hancock, Saml, jun, Lpool, Victualler. Sept. 1. Christian & Cropper, Lpool.

Hodgson, John, Birkenhead, Gent. Sept. 1. Moore, Birkenhead.

Johnson, Hy Chas, Savile-row, Westminster, Esq. Sept. 1. Capron & Co, Savile-pl, New Burlington-st.

Macpherson, John, Loughborough-park, Brixton, Colonel. Sept. 1. Pritchard & Sons, Doctors' Commons.

Power, Maria Eliza, Hyde-park-sq, Middlesex, Spinster. Oct. 1. Hodgson, Salisbury-st, Strand.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 24, 1863.

Bradshaw, Harriott, Woodroffe-cottages, Twickenham-green, Widow. Nov. 2. Bradshaw, M.R.

Homersham, Geo, Canbury, Plumber and Glazier. Nov. 3. Boulton & Sankey, V. C. Stuart.

Hastie, John, Calcutta, Coachbuilder. Oct. 29. Steuart & Hay, M.R.

Metcalfe, Fredk, Registrar's Office, Southampton-buildings, Chancery-lane. Nov. 3. Butterworth & Metcalfe, V. C. Stuart.

Sidebottom, John, Harewood-lodge, Mottram, Chester, Cotton Spinner. Oct. 29. Wood & Sidebottom, M.R.

TUESDAY, July 28, 1863.

Bell, Frederic Browne, Downham Market, Solicitor. Nov. 9. Brown & Bell, M.R.

Benbow, John Brady, Cowley Hall Mills, nr Uxbridge, Miller. Nov. 6. Cooke & Benbow, V. C. Stuart.

Betts, Benj, Sec Ruxton, Norfolk, Farmer. Nov. 3. Dunning & Betts, M.R.

Ingledew, John, Brighton, Miller. Oct. 29. Billiter & Ingledew, M.R.

Manners, Arthur, Rutland-gate, Middx, Brewer. Nov. 5. Taylor & Manners, V. C. Stuart.

Spanton, Wm, Llewellyn's-grove, Bormondsey, Timber Merchant. Nov. 3. Binn & Johnson, V. C. Stuart.

Wade, John, Brantree, Essex, Innkeeper. Oct. 29. Wade & Wade, M.R.

Williams, Mary, Tanymanes, Carnarvon, Widow. Nov. 7. Gardner & Williams, V. C. Kindersley.

Assignments for Benefit of Creditors.

TUESDAY, July 28, 1863.

Hardy, Thos, Wolverhampton, Commission Agent. June 25. Waterhouse, Bilston.

Sanderson, Jas, Berwick-upon-Tweed, Grocer. July 7. Carr, Ainslie.

Sanderson, Hy, & Robt Sanderson, Berwick-upon-Tweed, Grocers. July 7. Spence & Carr, Ainslie.

Shaw, Geo, High-st, Whitechapel, Watchmaker. July 1. Goddard, King-st, Chapside.

Turner, Hy, Stockport, Engineer. June 26. Smith, Stockport.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 24, 1863.

Ashwin, Edward, Sedgborough, near Evesham, Leather Merchant. June 27. Conv. Reg July 21.

Aitken, John, Hitchin, Hertford, Draper. July 1. Comp. Reg July 23.

Bestwick, Jas, Altonfield, Stafford, Farmer. July 3. Conv. Reg July 21.

Bodington, Thos, & Jas Henscock Bodington, Barn, Millers. June 24. Asst. Reg July 21.

Codrington, Jos, & Wm Crocker, St Philip, Bristol, Builders. July 19. Conv. Reg July 24.

Cooper, Hy, China and Glass Comp, London Crystal Palace, Oxford-st, China and Glass Dealer. June 25. Comp. Reg July 23.

Gates, Wm, Three Crown-sq, Southwark, Hop Merchant. July 13. Conv. Reg July 23.

Gaze, Elias, Bath, Victualler. June 25. Asst. Reg July 21.

Gratham, John, St James-ter, Clarendon-rd North, Notting-hill, Cheesemonger. July 23. Comp. Reg July 24.

Hain, Chas, High-st, Portland-town, St Marylebone, Grocer. July 3. Comp. Reg July 23.

Herbert, Edm, Abercromby, Grocer. June 25. Asst. Reg July 23.

Heyworth, Rehd, & John Lamb, Salford, Grocers. Asst. June 27. Reg July 21.

Hodgkinson, Wm, Chesterfield, Victualler. July 1. Conv. Reg July 24.

Johnson, Hy, & Fredk Cooper, Mdiz, Builders. July 13. Asst. Reg July 23.

Kaufmann, Siegfried, Change-alley, Cornhill, Tailor. July 15. Comp. Reg July 23.

McKee, Mary, Royal Avenue-ter, King's-rd, Chelsea, Widow. July 19. Arrang. Reg July 22.

Mirfield, Thos, Horton, Bradford, Confectioner. July 15. Conv. Reg July 23.

Mitchell, Hy, Elmley, York, Farmer. July 6. Conv. Reg July 24.

Oster, Hy, Lozells, Warwick, Buton Dealer. June 19. Asst. Reg July 17.

Parfitt, John, Caine, Wilts, Marine Store Dealer. June 29. Conv. Reg July 23.

Ryley, Edw Chas, Great Prescott-st, Goodman's-fields, Solicitor. July 7. Arrang. Reg July 22.

Saunders, John, Morice Town, Devonport, Builder. June 27. Comp. Reg July 22.
 Smith, Wm, Southampton-pl, Southampton-st, Camberwell, Canadian. July 30. Comp. Reg July 24.
 Viger, Joseph Herbert, Norton Folgate, Md, Dealer in Meersham Pipes. June 24. Comp. Reg July 22.
 Wadup, Mary Ann, Worcester-sh, Grocer. June 26. Comp. Reg July 22.
 Walker, John, Albany-rd, Camberwell, Bill Broker. July 2. Asst. Reg July 21.
 Weston, Alfred, Pleasant-row, Upper Holloway, Grocer. July 6. Comp. Reg July 23.

TUESDAY, July 28, 1863.

Bailey, Adam, Chester, Coal Merchant. July 2. Comp. Reg July 23.
 Brown, Hy, Blandford, Dorset, Grocer. June 30. Comp. Reg July 23.
 Calisher, Bertam Jas, Bedford-st, Bedford-sq, Clerk. July 16. Comp. Reg July 23.
 Chadwick, Joseph, Hatfield, nr Rochdale, Stone Mason. July 8. Comp. Reg July 23.
 Chapman, Hy, Tunbridge Wells, Grocer. July 1. Comp. Reg July 27.
 Cox, Wm Richd, Bristol, Tobaccoist. July 16. Comp. Reg July 27.
 Crepp, Chas, Portsea, Tailor. June 30. Comp. Reg July 27.
 Crudge, Wm, Bampton, Devon, Cabinet Maker. June 29. Asst. Reg July 27.
 Ellis, Wm, Morley, York, Cloth Manufacturer. July 1. Asst. Reg July 27.
 Fowler, Robt, Leeds, Shopkeeper. June 29. Comp. Reg July 27.
 Gittos, John, Jun, Great Barr, Stafford, General Mineral Merchant. July 1. Comp. Reg July 27.
 Holland, Robert Maxwell, Wolverhampton, Tobaccoist. July 3. Comp. Reg July 27.
 Jones, Jas, Nottingham, Wine Merchant. July 24. Comp. Reg July 27.
 Liddaman, Wm Grant, Finsbury-pl, Middlesex, Jeweller. July 13. Comp. Reg July 27.
 Lysey, Fredk Wm, & John Russell Lysey, Briggs, Leeds, India Rubber Manufacturers. June 27. Comp. Reg July 27.
 Phillips, Wm, Ladbroke, Innskeeper. July 17. Comp. Reg July 27.
 Quinton, Hy, Chidsey, & Geo Fredk Quinton, Bristol, Timber Merchants. July 2. Comp. Reg July 27.
 Rainford, Hy, Kingston-upon-Hull, Cattle Dealer. July 9. Comp. Reg July 27.
 Ring, Matthias Taylor, Mincing-lane, Merchant. June 30. Asst. Reg July 27.
 Thompson, Chas Geo, Gresham-st, Warehouseman. July 14. Comp. Reg July 27.
 Threlfall, John Thorne, St Helens, Lancaster, Ironmonger. July 13. Comp. Reg July 27.
 Walmsley, Elizabeth, Wigan, Widow, Provision Dealer. June 30. Asst. Reg July 27.
 Walton, John Harkas, Seaham Harbour, Boot Maker. July 4. Comp. Reg July 27.

Bankrupts.

FRIDAY, July 24, 1863.

To Surrender in London.

Barnes, Chas, Trinity-st, Cambridge, Tailor. Pet July 21. Aug 7 at 1.
 Venn, New-lane, Strand.
 Benneville, Alexander Joseph, Fenchurch-st, Glove Manufacturer. Adj July 18. Aug 11 at 11. Aldridge.
 Browne, Alf, New-st, Cloth Fair, Barman. Pet July 20. Aug 4 at 2.
 Holt & Mason, Quality-ct, Chancery-lane.
 Burton, John, High-st, Tottenham, Blacksmith. Pet July 21. Aug 11 at 11. Marshall & Son, Hutton-garden.
 Caton, Geo, Wheeler-st, Spital-sq, Spitalfields, Chemist and Umbrella Silk Manufacturer. Pet July 20. Aug 4 at 2. Buchanan, Basing-hall-st.
 Clemmans, Jas Aramath, Upper Thames-st, Victualler. Pet July 20. Aug 7 at 1. Hinks, King-st, Finsbury-sq.
 Crowther, John Peter, Marlborough-sq, Chelsea, Statuary Mason. Pet July 20. Aug 4 at 2. Terry, King-st, Chancery-lane.
 Elliott, Wm, Cumberland-st, Finsloe, Boarding House Keeper. Adj July 18. Aug 7 at 11. Aldridge.
 Ellis, John Daymond, Farnival-s-lane, Architect. Pet July 20. Aug 7 at 2. Pearce, Broad-st-buildings.
 Elkington, Arthur, South Camp, Aldershot, Deputy Assistant Commissary General in H.M.'s Army. Pet July 20. Aug 4 at 2. Preston & Dorman, Gresham-st.
 Farrar, Fredk Augustus, Russell-grove, Vauxhall-rd, Brixton, Solicitor. Adj July 18. Aug 11 at 11. Aldridge.
 Finlayson, David, Fenchurch-st, Tailor. Adj July 18. Aug 11 at 11. Aldridge.
 Hillier, John, Queen's-buildings, Brompton, Carpenter. Pet July 22. Aug 7 at 2. Haynes, Southampton-buildings.
 Hooper, Jas, Charlton-rd, Charlton, Carpenter. Adj July 18. Aug 11 at 11. Aldridge.
 Hunt, Vere Dawson, Stranget-rd, Maida-vale, Paddington, Commission Agent. Pet July 22. Aug 11 at 1. Parkes, Beaufort-buildings, Strand.
 Jeffries, Wm, Cambridge-rd, Mile End, Oil and Colourman. Pet July 20. Aug 7 at 2. Holt & Mason, Quality-ct, Chancery-lane.
 Jones, Richd Evans, Birkenhead, Coal Merchant. Adj June 17. Aug 11 at 11. Aldridge.
 Kearns, John, Oxford-ct, Cutler. Adj July 18. Aug 7 at 11. Aldridge.
 Kemp, Hy, Jun, York-ter, Grange-rd, Bermondsey, Traveller. Pet July 21. Aug 7 at 11. Aldridge.
 Kimber, Robt, St James-st, Passenville, Plater and Jeweller. Adj July 18. Aug 11 at 11. Aldridge.
 King, James, Portwood, Southampton, Builder. Pet July 20. Aug 7 at 1. Westhall, Gray's-lane-sq.
 Lovett, Alf Wm, Jewin-st, Manufacturer of Hair Nets. Pet July 22. Aug 11 at 1. Hill, Basinghall-st.
 Marshall, Hy, Langham-st, Portland-pl, Salt Merchant. Adj July 18. Aug 11 at 11. Aldridge.
 Mason, John, Duncan-st, Ladings, Jeweller. Pet July 21. Aug 11 at 12.
 Williams, Sergeant's-lane, Fleet-st.
 M'Laren, Wm, Eaton-st, Finsloe, out of business. Pet July 22. Aug 7 at 1. Fevory, Coleman-st.
 Meadowcroft, Wm, Norland-sq, Notting-hill, Boarding House Keeper. Adj July 18. Aug 7 at 11. Aldridge.

Moore, Geo, St James-pl, Bermondsey, Lighterman. Pet July 21. Aug 11 at 12. Ashurst & Co, Old Jewry.
 Perkins, Wm Hy, Woodwich, Tailor. Pet July 17. Aug 11 at 11. Doyle, Verulam-buildings.
 Perryman, Edwin Jas, Carlton-cottages, Kentish-town, Tailor. Pet July 21. Aug 7 at 11. Waltons, Lamb's Conduit-st.
 Pharoah, Charles, High-st, Hoxton, Wholesale Harness Currier. Pet July 18. Aug 11 at 11. Smith & Co, Basinghall-st.
 Ready, Hy, Old Jewry, Surveyor. Pet July 20. Aug 7 at 2. Drew, New Basinghall-st.
 Robertson, Chas, Crosby Hall Chambers, Bishopsgate-st Within, Attorney-at-Law. Pet July 21. Aug 11 at 12. Hope, Ely-pl, Holborn.
 Robbins, Wm Hy, Crawford-st, Brynston-sq, Boot Dealer. Adj July 18. Aug 11 at 11. Aldridge.
 Rust, Caleb, White-cottages, Mare-st, Hackney, Attorney's Clerk. Pet July 21. Aug 11 at 12. George & Armstrong, Gilt-lane, Bucklebury.
 Spatcher, Wm, Northampton, Plumber. Pet July 20. Aug 7 at 2. Loftus & Young, New Inn, Strand, for Shoosmith, Northampton.
 Stanesby, Geo, Chapel-st, Park-walk, Chelsea, of no occupation. Pet July 18. Aug 7 at 1. Doughty, Devonshire-st, Gr Portland-st.
 Stephenson, Hy, Cumberland-st, Finsloe, Commission Agent. Adj July 18. Aug 7 at 12. Aldridge.
 Stowell, Esther, & Amelia Jane Everett, Acrey, Surrey, Spinners. Pet July 20. Aug 4 at 2. Closs & Co, Gresham-st.
 Upward, Geo Forbes, Harwood-sq, Regent's-park, Stock Jobber. Adj July 18. Aug 11 at 11. Aldridge.
 Urquhart, Wm, Wilmo-pl, Old Kent-rd, Paper Pulp Maker. Adj July 18. Aug 7 at 12. Aldridge.
 Waines, Richd, Victor-st, Queen's-rd, New Cross, Watch Maker. Pet July 21 (for pass). Aug 11 at 12. Aldridge.
 Webb, Geo, Webb's-pl, Gower's-walk, Whitechapel. Adj July 18. Aug 7 at 12. Aldridge.
 Westbrook, Richd Austwick, Marham-st, Westminster, Solicitor. Adj July 18. Aug 11 at 11. Aldridge.

To Surrender in the Country.

Alderson, John Hy, Everton, Iron Broker. Pet July 10 (for pass). Lancaster, Aug 14 at 10. Gardner, Manch.
 Barker, Fras, Alrewas, Stafford, Draper. Pet July 18. Birm, Aug 14 at 12. Crabb, Rugeley, and James & Co, Birm.
 Black, Wm Hall, Clough End Mill, within Haslingden, Lancaster, Cotton Spinner. Pet July 21. Manch, Aug 17 at 12. Haseliff, Blackburn, and Sale & Co, Manch.
 Boland, Wm, Birm, Hooper. Pet July 18. Birm, Aug 14 at 12. Powell & Son, Birm.
 Boucher, Joseph, & Thos Boucher, Newham, Gloucester, Carpenters. Pet July 22. Bristol, Aug 11 at 11. Carter & Gould, Newham, and Henderson, Bristol.
 Bridgen, Richd, Grand-parade, Brighton, Stationer and News Agent. Pet July 20. Brighton, Aug 13 at 11. Goodman, Brighton.
 Chesterton, Thos, Loughborough, Leicester, Brush Manufacturer. Pet July 16. Loughborough, Aug 8 at 10. Gills, Loughborough.
 Corns, John, Moorfields, Wolverhampton, Mill Maker. Pet Wolverhampton, Aug 4 at 12. Walker, Wolverhampton.
 Dale, Richd Anstey, Walsall, Attorney's Clerk. Pet. Walsall, Aug 4 at 12. Dallow, Wolverhampton.
 Davies, John, Birm, Cabinet Maker. Pet July 19. Birm, Aug 4 at 10. Duke, Newhall-st.
 Davies, Wm, Wombidge, Salop, Tailor. Pet July 20. Wellington, Aug 13 at 10. Taylor, Wellington.
 Devall, Geo, Dudley, Journeyman Hatter. Pet July 21. Dudley, Aug 17 at 11. Malby, Dudley.
 Drake, Bartholomew, Northampton, Devon, Higgler. Pet July 18. Okehampton, Aug 8 at 12. Palmer, Northampton and Okehampton.
 Flint, Saml, Mansfield, Nottingham, Victualler. Pet July 21. Birm, Aug 10 at 11. James & Co, Birm, for Shacklock, Mansfield.
 Green, Wm, Leeds, Galvanised Iron Manufacturer. Pet July 22. Leeds, Aug 6 at 11. North & Son, Leeds.
 Guard, Edwin, Bedminster, Bristol, Timber Dealer. Pet July 18. Bristol, Aug 14 at 12: Hill.
 Gutteridge, Joseph, Ryde, Shoe Maker. Pet July 18. Newport, Aug 8 at 12. Urry, Newport.
 Hardy, Saml, Homforth, York, Coal Dealer. Adj July 7. Haseliff, Aug 8 at 10. Mason, York.
 Haynes, John, Oakfield, nr Ryde, Postmaster. Pet July 18. Newport, Aug 8 at 11. Joyce, Newport.
 Heaton, Thos, Ince, Lancaster, Coal Proprietor. Pet July 20. Manch, Aug 8 at 11. Marriott, Manch.
 Heworth, Thos Barron, Leeds, Joiner and Builder. Adj July 21. Leeds, Aug 6 at 11.
 Hocking, Wm Hy, Falmouth, Cornwall, Painter. Pet July 21. Exeter, Aug 12 at 12. Tilly & Son, Falmouth, and Daw & Son, Exeter.
 Hunter, Jas, Deane-st, Tea Dealer. Adj July 14. Sheffield, Aug 8 at 10. Ingarfield, Jas, Brighton, out of business. Pet July 18. Brighton, Aug 12 at 11. Goodman, Brighton.
 Jolly, Thos, Loughborough, Leicester, Watch Maker. Pet July 16. Loughborough, Aug 8 at 10. Deane, Loughborough.
 King, Richard, Chorlton-upon-Medlock, Cigar Dealer. Adj July 13. Manch, Aug 4 at 11. Gardner, Manch.
 Ladmore, Geo, Lpool, Shipwright. Adj July 18. Lpool, Aug 4 at 2. Evans & Co, Lpool.
 Long, Jas, Downham Market, Norfolk, Shopkeeper. Pet July 20. Downham Market, Aug 8 at 12. Coulson & Bolen, King's Lynn.
 Lupton, Wm Clark, Harrogate, York, Whitcomb. Pet July 20. Knaresborough, Aug 5 at 10. Harro, Leeds.
 Mills, Wm, Preston, Fishmonger. Adj July 18. Manch, Aug 6 at 11. Gardner, Manch.
 Mitchell, Jas, Soverly, nr Halifax, Butcher. Adj July 14. Leeds, Aug 10 at 11.12.
 Morris, Ambrose Fredk, Christian Malford, Wills, Tailor. Pet July 18. Chippenham, Aug 4 at 11. Rawlings, Melksham.
 Newman, Wm, Middlewich, Chester, Grocer. Pet July 21. Northwich, Aug 8 at 10. Thompson, Northwich.
 Nicholson, John, Newcastle-upon-Tyne, Engraver. Pet July 20. Newcastle-upon-Tyne, Aug 8 at 12. Kessylands & Turner, Newcastle-upon-Tyne.
 Patrick, Geo, Mount Radford, nr Exeter, Gamb. Pet July 21. Exeter, Aug 8 at 11. Friend, Exeter.

Foote, Wm Savage, & John Lowe Burkhitt, Kentworth, Attorneys-at-Law. Pet July 14. Birm, Aug 17 at 12. Field, Kentworth, and Hodgson & Co, Birm.
 Reid, Preston, York, Ironmonger. Adj July 14. Leeds, Aug 6 at 11.
 Shipp, Wm, Cotham, Bristol, Coachman. Pet July 17. Bristol, Aug 14 at 12. Hill.
 Spittle, Thos, Elington, nr Perahore, Worcester, Horse Dealer. Pet July 20. Birm, Aug 3 at 12. East, Birm.
 Starkey, John, Wolverhampton, Retailer of Ale. Pet. Wolverhampton, Aug 4 at 12. Cresswell, Wolverhampton.
 Stewart, Stair Hawthorn, Aldwick, York, Linen Draper. Pet July 10. Leeds, Aug 10 at 11. Holby, York, and Simpson, Leeds.
 Stubbs, Peter Geo, Easington, Durham, Merchant Tailor. Pet July 9 (for pan). Durham, Aug 5 at 12. Thompson & Lisle, Durham.
 Taylor, Hy, Ringstead, Norfolk, Higgler. Pet July 21. King's Lynn, Aug 11 at 11. Garwood, Wells, Norfolk.
 Thomas, Hy, Hereford, Innkeeper. Pet July 17. Hereford, Aug 11 at 10. Bodenham, Hereford.
 Thomas, Wm, Liskeard, Cornwall, Grocer. Pet July 18. Exeter, Aug 7 at 11. Hirtzel, Exeter.
 Towie, Hy, Bingham, Nottingham, Surgeon. Adj July 20. Nottingham, Aug 10 at 11. Maples, Nottingham.
 Turner, Ashton, Chesterfield, Brewer's Manager. Pet July 18. Sheffield, Aug 8 at 10. Catts, Chesterfield, and Smith & Burdick, Sheffield.
 Turner, Michael, Chatham, Carrier. Pet July 22. Rochester, Aug 7 at 12. Wiltshire, Sheerness.
 Vaughan, David, Flagguard, Pembroke, out of business. Pet July 22. Bristol, Aug 7 at 11. Davies, Haverfordwest, and Walder & Bramble, Bristol.
 Watson, Geo, Bedale, York, Carrier. Pet July 21. Leeds, Aug 10 at 11.15. Prest, Leeds.
 Whiteley, Jas, Bradford, Machine Wool Comber. Pet July 23. Leeds, Aug 6 at 11. Hill, Bradford, and Simpson, Leeds.
 Wilson, John, Bishopwearmouth, Boot Maker. Pet July 20. Newcastle-upon-Tyne, Aug 5 at 11.30. Moore, Sunderland.
 Yates, Jas, jun, Peterborough, Plumber. Pet July 22. Peterborough, Aug 8 at 10. Rutland, Peterborough.

TUESDAY, July 28, 1863.

To Surrender in London.

Barton, Hy Francis, Bath-st, Shoreditch, Tripe Dresser. Pet July 24. Aug 11 at 2. Hill, Basinghall-st.
 Benn, Geo, Park-lane, Piccadilly, Lodging House Keeper. Pet July 23. Aug 7 at 3. Wells, Moorgate-st.
 Best, Jas, Harrington, Middles, Labourer. Pet July 23 (for pan). Aug 11 at 10. Aldridge.
 Bird, John, jun, Bryanstone-st, Portman-sq, Lodging House Keeper. Pet July 21. Aug 7 at 3. Ody, Trinity-st, Southwark.
 Burton, Jas, Binglefield-st, Caledonian-rd, General Smith. Pet July 25. Aug 11 at 10. Lewis & Lewis, Ely-pl.
 Chantal, Pierre Joseph, Bergeron De, Baker-st, Portman-sq, Professor of the French Language. Pet July 24. Aug 11 at 1. Shapland, Copthall-buildings.
 Cohen, Aaron, Judd-st, Euston-rd, Furniture Dealer. Pet July 25. Aug 11 at 10. Levy, Henrietta-st, Covent-garden.
 Cole, Wm Hy, Sevenoaks, Stationer. Pet June 26. Aug 11 at 11. Harrison & Lewis, Old Jewry.
 Cornelius, Geo Fredk, Penton-st, Pentonville, Commission Agent. Pet July 23 (for pan). Aug 7 at 12. Aldridge.
 Cowell, Samuel, Kennington-oval, Vocalist. Pet July 25. Aug 11 at 10. Peverley, Coleman-st.
 Disney, Alexander, formerly of Tipperary, Ireland, and now of Kennington-grove, Surrey, no profession. Pet July 24 (for pan). Aug 11 at 12. Aldridge.
 Edwards, Holland, Hemmingsford-rd, Barnsbury, Attorney's Clerk. Pet July 23. Aug 11 at 1. Penfold, Mecklenburg-sq.
 Elton, Richd, Salisbury-st, Lissen-grove, Coach Painter. Pet July 23. Aug 11 at 1. Burton, Great James-st, Bedford-row.
 Flight, John, Grove-cottages, Edgeware-rd, Boot Maker. Pet July 23 (for pan). Aug 11 at 2. Aldridge.
 Gurney, Wm, St James-rd, Holloway, out of business. Pet July 23. Aug 11 at 2. Moore, Fenchurch-st.
 Hayes, David, Bridge-st East, Mile End, Beerseller. Pet July 24 (for pan). Aug 11 at 10. Aldridge.
 Heylin, Alexander, Paternoster-row, Publisher. Pet July 24. Aug 11 at 2. Reed, Basinghall-st.
 Longman, Chas, Blackman-st, Borough, Dyer. Pet July 21. Aug 11 at 12. Wells, Moorgate-st.
 Marsh, Alf, Copenhagen-st, Caledonian-rd, Warehouseman. Pet July 23. Aug 11 at 1. Potter, Coleman-st.
 Mittenette, Fredk, Trinity-st, Islington, Commission Agent. Pet July 23 (for pan). Aug 11 at 2. Aldridge.
 Mudiman, Joseph Dagnall, Aylesbury, Jeweller. Pet July 24. Aug 11 at 2. Munday, Essex-st, Strand.
 Richardson, Geo, Kemish Town-rd, Ironmonger. Pet July 24. Aug 11 at 12. Childley, Old Jewry.
 Russell, Wm, St Andrew's-ter, Wandsworth-rd, Journeyman Coach-maker. Pet July 22. Aug 11 at 12. Marshall & Son, Hatton-garden.
 Scott, Geo, Ealing, Middles, Builder. Pet July 23. Aug 11 at 1. Hare, Basinghall-st.
 Smith, Alf Jas, Stockwell-pl, Clapham-rd, Publican. Pet July 21 (for pan). Aug 11 at 1. Aldridge.
 Smith, Hy, Leigham-pl South, Lambeth, Bricklayer. Adj July 20. Aug 11 at 1. Aldridge.
 Smith, Hy Meux, Flamstead-lodge, nr Dunstable, Gent. Pet July 25. Aug 11 at 1. Hunter & Co, Lincoln's-inn.
 Stowell, Wm, Torrinas-gardens, Camden-rd, Middlesex, Dissenting Minister. Pet July 23. Aug 11 at 10. Mason & Co, Gresham-st.
 Street, Hy, High-st, Hoxton, Baker. Pet July 25. Aug 11 at 2. Peverley, Coleman-st.
 Swbeck, Fredk, Towke's-buildings, London, Merchant. Pet July 22. Aug 11 at 2. Lawrence & Co, Old Jewry-chambers.
 Tucker, Fras Edward, Old Broad-st, Bill Broker. Pet July 21. Aug 11 at 1. Holmes, Southampton-st.
 Webb, Wm Hy, Chiswick, Lodging-house Keeper. Pet July 24 (for pan). Aug 11 at 2. Aldridge.
 Wright, Geo, St Thomas's-sq, Hackney, Master in her Majesty's Navy. Pet July 24. Aug 11 at 3. Layton, jun, Church-row, Islington.

To Surrender in the Country.

Ash, John Leonard, Cardiff, Shipping Master. Pet July 18 (for pan). Cardiff, Aug 13 at 11. Ensor, Cardiff.
 Atkinson, Geo, Grasshopp, Notts, Miller. Adj July 20. Newark, Aug 5 at 10.
 Barnett, Hy, Lpool, Toy Dealer. Pet July 27. Lpool, Aug 13 at 11. Henry, Lpool.
 Barratt, Hy, Wakefield, Seedsman. Pet July 22. Leeds, Aug 10 at 11.15. Fernandes, Wakefield.
 Batchelor, Zachariah, Birm, out of business. Pet July 22. Birm, Sept 28 at 10. Duke, Birm.
 Biddick, William Hamley, St Issey, Cornwall, Carpenter. Pet July 24. St Columb, Aug 13 at 11. Whitefield, St Columb.
 Briggs, John, Northcote, Kent, Carpenter. Pet July 22. Gravesend, Aug 6 at 11. Sharland, Gravesend.
 Broughton, William, Great Bolton, Lancaster, Shopkeeper. Pet July 24. Bolton, Aug 10 at 12. Edge, Bolton.
 Cape, Chas, Gainsborough, Innkeeper. Pet July 24. Gainsborough, Aug 7 at 11. Bladen, Gainsborough.
 Chapman, William Chester, Crowle, Lincoln, Plumber and Glazier. Pet July 18. Thorne, Aug 7 at 12. Smith & Atkinson, Doncaster.
 Compton, John, Farnham, Dorset, Farm Bailiff. Pet July 23. Blandford, Aug 11 at 10. Atkinson, Blandford.
 Driver, John, Bradford, Dyer. Pet July 27. Leeds, Aug 7 at 11. Ivesco, Heckmondwike, and Bond & Barwick, Leeds.
 Gair, John, Darlington, Grocer. Pet July 24. Darlington, Aug 8 at 12. Allison, Darlington.
 Harris, John Edw, Wisbech, Grocer. Pet July 22. Wisbech, Aug 12 at 12. Ollard, Uxwell.
 Herbert, Thos, Wakefield, Glass and China Dealer. Pet July 23. Leeds, Aug 10 at 11.15. Wainwright & Mander, Wakefield, and Bond & Barwick, Leeds.
 Hilton, David, & Hy Hilton, Sheffield, Britannia Metal Manufacturers. Pet July 27. Sheffield, Aug 13 at 2. Binney, Sheffield.
 Icceton, John, Willington, Durham, Agricultural Labourer. Pet July 29. Durham, Aug 12. Brignal, Durham.
 Jackson, Alf, Ipswich, Assistant to a Pork Butcher. Pet July 25. Ipswich, Aug 8 at 11. Pollard, Ipswich.
 Jackson, Geo, Lpool, Photographic Artist. Pet July 23. Lpool, Aug 7 at 1. Henry, Lpool.
 Kettle, Jos, Cardiff, Beer-seller. Pet July 21. Cardiff, Aug 13 at 11. Goodere, Cardiff.
 Lax, Geo, Manch, Draper. Pet July 23. Manch, Aug 24 at 9.30. Swan, Manch.
 Lusher, John, Ashill, Norfolk, Blacksmith. Pet July 18. Swaffham, Aug 6 at 11. Emerson, Norwich.
 Marshall, John, Ripon, Chorister. Pet July 21. Ripon, Aug 17 at 2. Hindle, Ripon.
 Mason, John, Runcorn, Builder. Pet July 25. Lpool, Aug 11 at 11. Tyrer, Lpool.
 Mitchell, Jas, Macclesfield, Victualler. Pet July 24. Macclesfield, Aug 14 at 11. Norris, Macclesfield.
 Naylor, Saml, Salford, out of business. Pet July 22. Salford, Aug 22 at 9.30. Swan, Manch.
 Parsons, Richd Newell, Dudley, Dealer in Cattle. Pet July 2. Dudley, Aug 17 at 11. Maltby, Dudley.
 Pegrum, Harriet, Brighton, Licensed to Let Fys and Horses. Pet July 23. Brighton, Aug 13 at 11. Goodman, Brighton.
 Penhilly, Chas, Bodmin, Farmer. Pet July 27. Exeter, Aug 14 at 1. Pitts, Exeter.
 Perrons, Noah, Basford, Nottingham, out of business. Pet July 23. Nottingham, Aug 10 at 11. Harris, Nottingham.
 Raven, Wm, Chelmsford, Baker. Pet July 17. Chelmsford, Aug 5 at 11. Duffield, Chelmsford.
 Remmitt, Thos, Smethwick, Stafford, Pattern Maker. Pet July 24. Oldbury, Aug 10 at 10. Shakespeare, Oldbury.
 Reeves, Joseph, Shrewsbury, Victualler. Pet July 24. Shrewsbury, Sept 7 at 10. James, Wellington.
 Robinson, Ramsden, Elland, Halifax, Sell Yarn Maker. Pet July 23. Halifax, Aug 7 at 10. Norris & Foster, Halifax.
 Russell, Job, Axminster, Saddler. Pet July 15. Axminster, Aug 8 at 11. Floud, Exeter.
 Shaw, Leigh, Hollin's-green, nr Warrington, Grocer. Pet July 21. Warrington, Aug 20 at 11. Day, Warrington.
 Shields, John Moore, Long Benton, Northumberland, Hotel Keeper. Pet July 23. Newcastle-upon-Tyne, Aug 14 at 12. Pullan, Leeds.
 Sims, Wm, Lpool, Shipwright. Pet July 23. Lpool, Aug 10 at 11. Holden, Lpool.
 Smith, John, Howthorpe, York, Farmer. Pet July 6. Leeds, Aug 10 at 11. Anderson, York, and Bond & Barwick, Leeds.
 Smyth, Chas, Island of Portland, Shoemaker. Pet June 15. Weymouth, Aug 7 at 10. Howard, Weymouth.
 Timpson, Mortimer, Mount-pl, Southampton, Photographer. Pet July 24. Southampton, Aug 19 at 12. Mackey, Southampton.
 Tooth, John, jun, Greenhays, Lancaster, Tobacconist. Pet July 23. Salford, Aug 23 at 9.30. Foulkes, Manch.
 Vincent, Wm Fredk, East Mersea, Essex, Coachmaker. Pet July 20. Colchester, Aug 8 at 12. Jones, Colchester.
 Wilkins, Joseph, Exeter, Grocer. Pet July 27. Exeter, Aug 10 at 11. Floud, Exeter.
 Williams, John, Rusdon, Denbigh, Tailor. Pet July 25. Wrexham, Aug 10 at 11. Sherratt, Wrexham.
 Williams, Wm Jenkin, Merthyr Tydfil, Colliery Overman. Pet July 25. Merthyr Tydfil, Aug 8 at 2. Simons, Merthyr Tydfil.
 Wingfield, Jas Christopher, Kingston-upon-Hull, Confectioner. Pet July 23. Kingston-upon-Hull, Aug 10 at 10.30. Walker, Hull.
 Wood, Wm, Knacker's Knorie, Devon, out of business. Pet July 20 (for pan). Exeter, Aug 10 at 11. Floud, Exeter.
 Wright, Benj, Bilston, Stafford, Charier Master. Pet July 23. Birm, Aug 17 at 12. Jackson, Westbromwich.

BANKRUPTCY ANNULLED.

TUESDAY, July 28, 1863.

Glover, Edwin Walter, & Jas Bonkott, Long-lane, Bermondsey, Leather Dressers. July 23.
 Midmay, Everard St. John, Old Charlton, Kent, and Mincing-lane, Wine Merchant. July 27.

Y A U C E 8 C U